

**DRAFT**

Agenda Item Number :

**2A****Request For Council Action**

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**Date Submitted** 2014-07-29 16:10:54

**Applicant** Connie Hood

**Quick Title** Bid Award

**Subject** Bid # 14-0037 for Palmer IV, Prelude IV Rye Grass Seed

**Discussion** Annual purchase of Rye Grass Seed for all golf courses and Ball fields. Helena submitted the low bid with a total cost of \$ \$186,960.00. Turfco, LLC and John Deere Landscape also submitted bids.

**Cost** \$186,960.00

**City Manager Recommendation** Part of the current budget. Recommend approval.

**Action Taken**

**Requested by** Colby Cowan/Steve La

**File Attachments**

**Approved by Legal  
Department?**

**Approved in Budget?** **Amount:**

**Additional Comments** The cost per ton this year is \$2280.00. (about a 4% increase from last year). We are purchasing 82 tons. Last year pricing was \$ 2200.00 a ton.

**DRAFT**Agenda Item Number : **3A**

## Request For Council Action

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**Date Submitted** 2014-07-23 11:17:45**Applicant** Austin Anderson - Roger Bundy**Quick Title** Public Hearing/Ordinance - Public Street and Easement Vacation**Subject** Consider a request to vacate a portion of 3000 East and all easements associated with it.

**Discussion** This parcel was retained and dedicated to the City when the original "Cornerstone Subdivision" was vacated in 2010. It was retained to make sure the City had enough right-of-way for the roadway and future equestrian trail. From the time the City received this dedication it has been decided that it was not in the best interest of all to have the equestrian trail run along 3000 East Street, therefore this dedicated area is no longer needed by the City.

**Cost** \$0.00

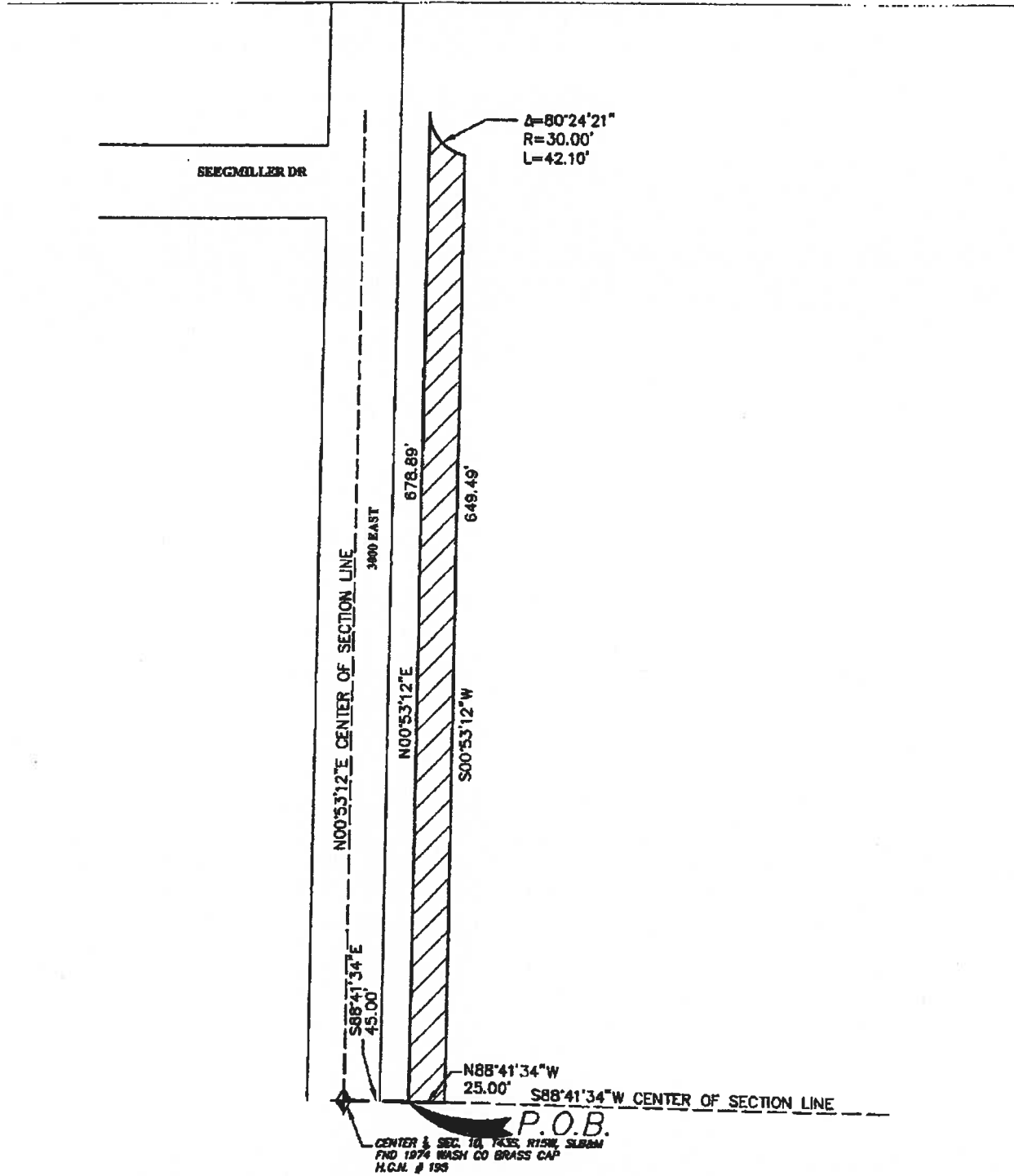
**City Manager Recommendation** Public hearing to vacate an easement along 3000 East and the proposed Cornerstone subdivision. Planning Commission recommends approval.

**Action Taken****Requested by** Todd Jacobsen**File Attachments** [3000 East.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

**Additional Comments** This was heard at the July 29th Planning Commission and was recommended for approval. For the August 7th City Council Meeting.

**Attachments** [3000 East.pdf](#)

Exhibit 'B'  
Public Utility and Drainage Easement  
and Equestrian Trail Easement



When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO.:** \_\_\_\_\_

**AN ORDINANCE VACATING PORTIONS OF A PUBLIC STREET, PUBLIC UTILITY AND DRAINAGE EASEMENT, AND EQUESTRIAN TRAIL, AT 3000 EAST STREET**

Tax ID: SG-5-3-10-1313

**WHEREAS**, a petition was received by the City Council of the City of St. George requesting that it vacate portions of an existing public street, public utility and drainage easement, and equestrian trail, owned by the City, and located at 3000 East Street, which is fully described Exhibit A, attached hereto and incorporated herein by reference. The interests also are shown on Exhibit B, attached hereto and incorporated herein by reference. The interests to be vacated are located south of Seegmiller Drive on the east side of 3000 East Street, as on file in the Washington County Recorder's Office as Doc. #20100005759, and presently are not in use; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause, for relinquishing a portion of the City's interests in the public street, public utility and drainage easement, and equestrian trail.

**NOW, THEREFORE, BE IT RESOLVED** by the St. George City Council:

The easement described in Exhibit A and shown on Exhibit B hereby is vacated.

This ordinance shall become effective immediately upon adoption and recordation in executed form in the Office of the Washington County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of St. George, this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

CITY OF ST. GEORGE:

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Victoria H. Hales, Assistant City Attorney



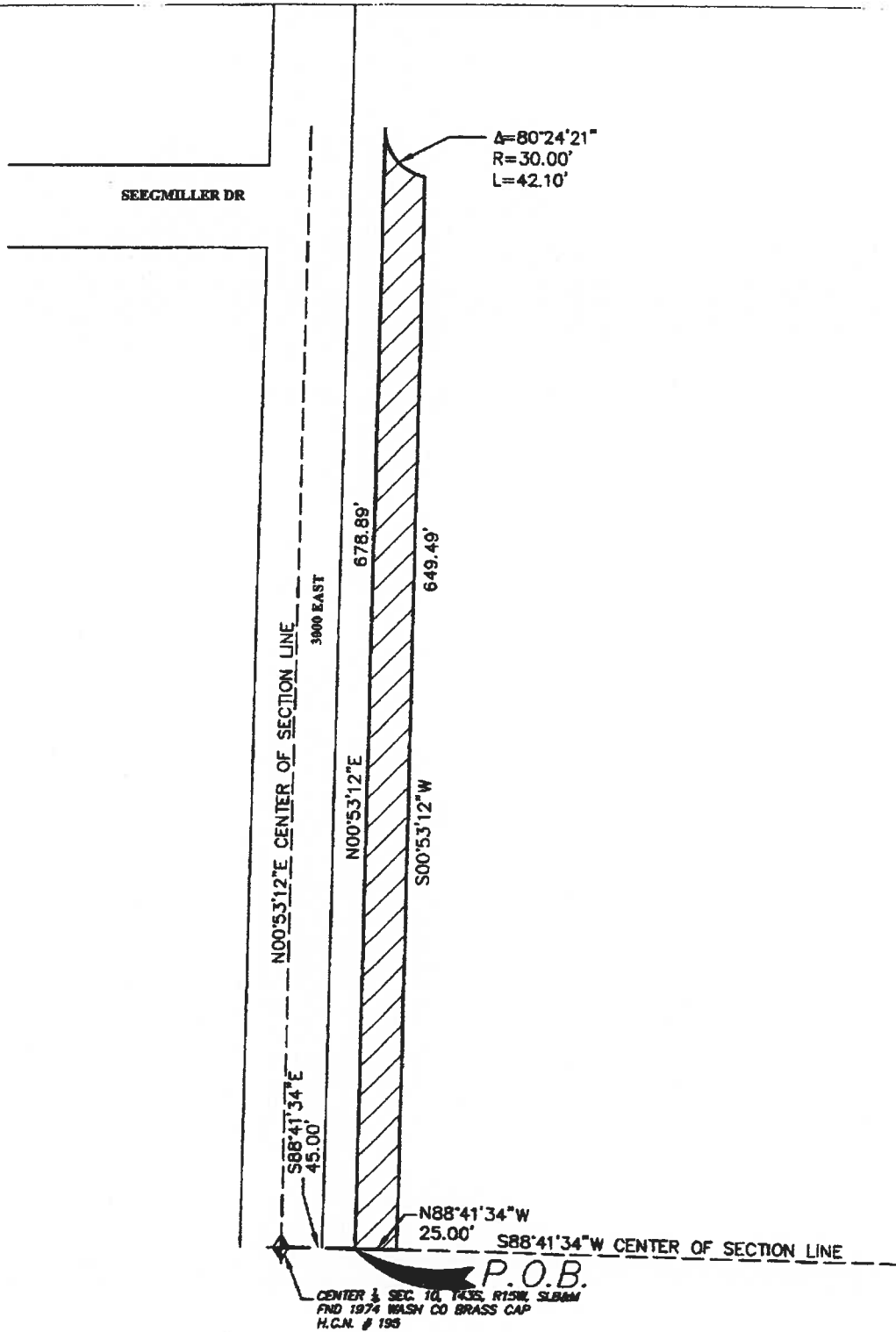
## **EXHIBIT A**

### **Public Utility, Drainage Easement and Equestrian Trail**

Beginning at a point being 45.00 Feet along the center section line South 88°41'34" East from the Center Section Corner of Section 10, Township 43 South, Range 15 West, Salt Lake Base and Meridian, said point being the POINT OF BEGINNING; thence North 00°53'12" East 678.89 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 89°06'49" East, a radial distance of 30.00 Feet; thence southeasterly along the arc, through a central angle of 80°24'21", a distance of 42.10 Feet; thence South 00°53'12" West 649.49 Feet; thence North 88°41'34" West 25.00 Feet to the POINT OF BEGINNING.

Containing 16,416.91 Square Feet or 0.38 Acres, more or less

Exhibit 'B'  
Public Utility and Drainage Easement  
and Equestrian Trail Easement



**DRAFT**Agenda Item Number : **3B**

## Request For Council Action

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**Date Submitted** 2014-07-02 15:46:43

**Applicant** Kevan Bunday - Bundy Surveying

**Quick Title** Public Hearing/Ordinance - Final Plat Amendment

**Subject** Consider a Final Plat Amendment for "Shinava Ridge" Subdivision

**Discussion** The purpose of this Final Plat Amendment is to move Private Ownership 2" Building Pads 48 & 49 approximately 20 feet to the east (toward the cul-de-sac). No other changes were made or intended with this plat.

**Cost** \$0.00

**City Manager Recommendation** Tabled from the last City Council meeting. As I was not at the meeting not sure of all the issues with this request.

**Action Taken** public hearing continued to August 7, 2014

**Requested by** Todd Jacobsen

**File Attachments** [Shinava Ridge.pdf](#)

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments** Tabled from the July 7th CC meeting.

**Attachments** [Shinava Ridge.pdf](#)

## ITEM 2C

### Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 07/08/2014

#### FINAL PLAT AMENDMENT

##### **Shinava Ridge Amended**

Case No. 2014-FPA-035

**Request:** Approval of a Final Plat Amendment for a previously recorded Residential Subdivision Final Plat

**Representative:** Kevan Bundy, Bundy Surveying Inc.  
935 North 1300 West #8  
St. George, UT 84770

**Property:** Located at 2549 West Sinagua Trail, Lot 48 & 49 (Entrada Development)

**Zone:** PD-R

**Staff Comments:** The purpose of this Final Plat Amendment is to move Private Ownership – Building Pads 48 & 49 approximately 20 feet to the east (toward the cul-de-sac). No other changes were made or intended with this plat.

**FYI** – The applicant did not receive 100% of the consents from the other parcel owners; therefore a Public Hearing is required at City Council.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

This Final Plat Amendment is ready for Planning Commission's consideration for approval.





June 19, 2014

Ronald & Sandra Dallin  
141 Stonebrook Lane  
Provo UT, 84604

Ref: SR56

The EDRC reviewed your home (SR56) during the June 5, 2014 meeting of the EDRC. Below is a summary of the draft minutes regarding your home:

#### House Pad Movement

RE: SR48 & SR49: EPOA approval was previously given for lowering the ridge slightly. This approval did not consider moving the pads. The EDRC is to make a recommendation to the EPOA. A great deal of discussion ensued about the process; including whether the EDRC has the authority to approve the movement of a building envelope, or to approve the modification of parts of limited common areas relative to the two lots.

Richard Downer went on the record to say that there are other alternatives besides moving the pads as proposed. The Committee agreed to go to the site immediately following the meeting, so that a visual inspection of the area can be made prior to giving any opinion to the EPOA Board.

The committee agreed to meet on site after the meeting to formulate a recommendation.

*Please note: The above excerpt comes from the draft version of the minutes for this meeting, and may be changed by the Board when approved. If you have any questions regarding these minutes, or the actions taken, please contact your construction advisor or the management office at (435) 674-4633.*

Regards,

Entrada Design Review Committee

July 31, 2014

To whom it may concern:

Re: proposed setback adjustments in Shinava Ridge subdivision

As a homeowner in the Shinava Ridge Subdivision I am surprised that the petition to amend the final plat is being processed. Existing homeowners rely on the setbacks of the subdivision in setting the placement of their own homes and to protect sight lines. To now allow a purchaser who has bought lots knowing the restrictions on the building envelop to now ask for a shift of those building pads which will in turn have an adverse impact on other property owners who relied on the approved plat map seems inappropriate, and if done, should only be done after considering mitigating factors provided by the applicant for the change. Why should you enhance one property owner's value with these changes while damaging another's value?

I am not in favor of the City of St George approving the requested setback adjustments without a more complete consideration of the impact on other lots and a vote of the neighborhood. I believe the process conducted by the homeowner's association has been flawed, and is perhaps not even legal per state law, given similar situations in other subdivisions where I am also an owner. I believe approval of this petition could be harmful to other landowners a dangerous precedent.

I am the owner of lot 63 in the Shinava Ridge Subdivision and can be contacted at 801-376-2383.

Regards,

  
Daniel W. Campbell



August 4, 2014

Dear Sir or Madam:

The purpose of this memo is to express my opposition to the proposal to change the building envelope of Shinava lots 48 and 49. For the record I am the owner of lot #45 and my objections are based primarily on two points.

First of all, the owners of lots 48 and 49 knew, or should have known, of the peculiarities of their lots before they bought them. My attitude is that if they were dissatisfied with the peculiarities they should not have purchased the lots, rather than seek relief through the petition process. Indeed it was the uniqueness of these lots that certainly contributed to their reduced price.

Second, if these changes are allowed, not only do they have a negative affect on many lots nearby, but you are also setting a precedent for any lot owner to petition for a change in their building envelope. In my personal case, we would like to redesign our lot boundaries to extend the northern limit to reach to, or near, the edge of the property. There are issues with every property definition where owners would prefer a change. To allow the requested changes in lots 48/49 certainly could set in motion similar requests for other Shinava lot owners, myself included.

If the owners of lots 48/49 are unhappy with the lots configuration they should not have bought the lots, or in the alternative, should put them up for sell!

I regret that I will be unable to attend the hearing inasmuch as I am out of state, but I did want to make you aware of my opposition to the proposed changes. Thank you for considering my objections. Should you have any questions please feel free to give me a call.

Don Davis

435-229-5126

August 5, 2014

To whom it may concern:

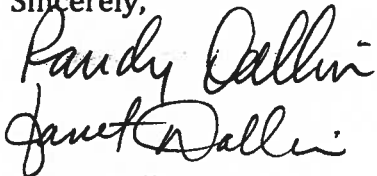
Re: Property setbacks proposed in Entrada, Shinava Ridge

It is unsettling as a homeowner to hear about a proposed "rule-change" regarding setbacks for building pads. When we bought our lot #72, the biggest concern was the long driveway. We would have preferred moving the building pad closer to the cul-de-sac to limit the length of the driveway and to increase the backyard. But according to our contractor, who worked closely with the homeowners association and the City of St. George, informed us that would not be possible. So we live with a longer driveway and a smaller backyard. We understand what it means to follow the rules, and in doing so it is better for our neighbors.

Now it is being proposed to allow units 48-49 to move their building pads. To be sure, that will only be the beginning. Once a precedent is set, pads will be proposed to be changed as lot owner's desire. We certainly would have, but it wouldn't have been in the best interest of our neighbors. With this in mind we would ask you to please consider strongly if granting this proposal would be the best decision for the rest of the homeowners it would impact. We all value our investments. We all value our "Views." We all value how important it is for us and for our neighbors to follow the rules of the City, the Subdivision, and the Homeowners Association.

With this in mind we would submit to you, we are not in favor of the proposed petition. Thank you for allowing us as homeowners to express our feelings on such an important proposal.

Sincerely,

The block contains two handwritten signatures in black ink. The first signature is 'Randy Dallin' and the second is 'Janet Dallin'. Both are written in a cursive, flowing style.

Randy Dallin  
Janet Dallin  
801-361-0193



Shinava Ridge  
Original Final Plat  
VS  
Amended Final Plat

CITY OF ST. GEORGE  
175 EAST 200 NORTH  
ST. GEORGE, UT 84770  
(435) 627-4000 - [www.sgcity.org](http://www.sgcity.org)

DATE	JULY 18, 2014
JOB	
SCALE	NONE
DRAWN	U

SHEET  
1-1

## Shinava Ridge Amended

(proposed pad location, view from Lot 56,  
Ronald Dallin's property, looking north)



## Shinava Ridge

(original pad location, view from Lot 56,  
Ronald Dallin's property, looking north)



## Shinava Ridge Amended

(proposed pad location)



## Shinava Ridge

(original pad location)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
'SHINAVA RIDGE' SUBDIVISION  
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

**WHEREAS**, the City of St. George City Council approved the final plat SHINAVA RIDGE Subdivision on June 15, 2006 which was recorded in the Washington County Recorder's Office as document number 20060030136; and

**WHEREAS**, the owner of the real property within SHINAVA RIDGE Subdivision (Lots 48 & 49) has petitioned the City of St. George City Council to amend SHINAVA RIDGE Subdivision by moving the Private Ownership – Building Pads 48 & 49 approximately 20 feet to the east (toward the cul-de-sac); and

**WHEREAS**, City staff has reviewed the petition and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of SHINAVA RIDGE Subdivision as requested; and

**WHEREAS**, the City Council has determined that amendment of SHINAVA RIDGE Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of St. George City Council that SHINAVA RIDGE Subdivision is hereby amended by moving the Private Ownership – Building Pads 48 & 49 approximately 20 feet to the east (toward the cul-de-sac).


APPROVED AND ADOPTED by the City Council of the City of St. George, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Victoria H. Hales, Assistant City Attorney

**DRAFT**Agenda Item Number : **5A**

## Request For Council Action

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**Date Submitted** 2014-07-29 18:28:45**Applicant** St. George Hotel Investors, LLC**Quick Title** Resolution for Sale of Approx. 3.4 Acres of City Property**Subject** Resolution approving a Purchase Agreement with St. George Hotel Investors LLC for the sale of approximately 3.445 acres of city-owned property (lots 1 & 3 of the Confluence Commercial Center-Phase 1) adjacent to the Dixie Center for \$12.00/sq. ft. (Currently, 150,065 sq. feet).**Discussion** PLACE HOLDER, I will attach the final Resolution and Purchase Agreement.**Cost** \$0.00**City Manager Recommendation** Authorization of the sale of City property adjacent to the Dixie Center for hotel development. The City entertained offers for this property and received only one proposal from St. George Hotel Investors, LLC. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION AND  
DELIVERY OF A PURCHASE AGREEMENT BETWEEN THE CITY OF ST.  
GEORGE AND ST. GEORGE HOTEL INVESTORS L.L.C.

WHEREAS, The City of St. George is the owner of real property located at approximately 270 East and 1670 South Streets (the "Property") in the City of St. George (the "City"); and

WHEREAS, On February 20, 2014, in a regular meeting of the St. George City Council the City Council held a hearing to take public comment on the sale of the Property; and

WHEREAS, The City Council has determined to sell the Property to St. George Hotel Investors, L.L.C., with the terms and conditions as set forth in the Purchase Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, at a regular meeting of the St. George City Council, St. George, Utah, duly called, noticed, and held on the 7th day of August, 2014, upon motion duly made and seconded, it is unanimously;

RESOLVED that the Purchase Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted and authorizes the Mayor to sign.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL,  
WASHINGTON COUNTY, UTAH AT A REGULAR MEETING OF THE ST.  
GEORGE CITY COUNCIL HELD ON THE 7TH DAY OF AUGUST, 2014.

CITY OF ST. GEORGE

\_\_\_\_\_  
JONATHAN T. PIKE  
MAYOR

ATTEST:

\_\_\_\_\_  
CHRISTINA FERNANDEZ  
CITY RECORDER



**DRAFT**Agenda Item Number : **6A**

## Request For Council Action

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**Date Submitted** 2014-07-27 15:10:24**Applicant** Phil Packard**Quick Title** Block Party**Subject** Consideration of a request to close 100 West St from 200 South to 300 South for a Neighborhood Block Party event. Consideration of a request to waive the special event permit fee.**Discussion** This Neighborhood Block Party will be held on Saturday, September 6 from 6 pm to 10 pm on 100 West St between 200 and 300 South. A Pot Luck will be held with games and such on private properties. Tables and chairs will be placed in the street for neighbors to sit down and get to know one another. Traffic control for the road closure will be furnished by a private traffic control company.**Cost** \$0.00**City Manager Recommendation** Sounds like a good event to promote the neighborhood recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Block Party CC .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Block Party CC .pdf](#)

## FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



## SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events  
175 E. 200 North  
St. George, UT 84770

Phone: (435) 627-4128  
Fax: (435) 627-4430  
bill.swensen@sgcity.org

*Business License Fee Only*

**EVENT NAME:**

**Applicant's Name:** Black Party - Phil Packard

**Organization:**

**Mailing Address:** 290 S. 100 W

**City, State, Zip:** St George, UT 84770

**Day Phone:**

**Cell/other:** 619-0258

**E-mail:** PCPackard@beyondbb.com

**Event Web Address (if applicable):**

**Alternate contact name:** Wayne Everett

**Day Phone:**

**Cell/other:** 632-6164

**E-mail:**

**EVENT DETAILS (Complete additional event details on page 3 of this form)****LOCATION****Location Details/Address:**

<b>Event</b>	<b>Date(s):</b> Sept 6, 2014	<b>Start time:</b> 6 p.m.	<b>End time:</b> 10 p.m.
<b>Set-up</b>	<b>Date(s):</b> Sept 6	<b>Start time:</b> 2 p.m.	<b>End time:</b>
<b>Clean-up</b>	<b>Date(s):</b> Sept 6	<b>Start time:</b>	<b>End time:</b> 10 p.m.

**Is this a recurring event?**

**If yes; daily, weekly or other?**

**Is this a Annual Event?**

**If yes; Same date and Place?**

**TYPE OF ACTIVITY** check all that apply:

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon
		<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Block Party

**PARTICIPANTS**

**Number of participants expected:** 250-300

**Number of volunteers/event staff:** 8-15

☐ Open to the Public

☒ Private Group/Party

**If event is open to the public, is it:** ☐ Entrance Fee/Ticketed Event?

☐ Fee for Participants/Racers/Runners Only



# SPECIAL EVENT PERMIT APPLICATION

EVENT \_\_\_\_\_ -

Page 2 of 4

**VENDORS/FOOD/ALCOHOL** *check all that apply*

<input type="checkbox"/> Vendors/merchants    Quantity:		<input type="checkbox"/> Vendors <i>giving</i> away products/services	<input type="checkbox"/> Vendors <i>selling</i> products/food
<input type="checkbox"/> Food	SW Utah Health Dept., (435) 986-2580		
<input type="checkbox"/> given away	<input type="checkbox"/> catered by restaurants/vendors	<input checked="" type="checkbox"/> prepared on site	
<input type="checkbox"/> Alcoholic Beverages	Utah DABC, (801) 977-6800		
<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales	Bus. Licensing, (435) 627-4740

**TENTS/STAGES/STRUCTURES** *(include details on site map)*

<input type="checkbox"/> Tents/Pop-up Canopies	Amount:	SG Fire Dept. (435) 627- 4150
	Dimensions:	
<input type="checkbox"/> Temporary Stage	Dimensions:	
Description of Tents/Canopies/Stage, etc.:		

**SITE SETUP/SOUND** *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding	
<input checked="" type="checkbox"/> Barricades	<i>(must obtain privately)</i>
<input checked="" type="checkbox"/> Portable Sanitary Units	<i>(must obtain privately)</i>
<input type="checkbox"/> Music <i>if yes, check all that apply</i>	<input type="checkbox"/> Acoustic <input type="checkbox"/> Amplified
<input type="checkbox"/> PA/Audio system	Type/Description:
<input type="checkbox"/> Fireworks / Fire Performances / Open Flame	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Trash/Recycle bin coordination on site	WCSW, (435) 673-2813

**ROAD & SIDEWALK USE (ENCROACHMENT PERMITS)** *You may begin to coordinate in advance with these contacts*

<input checked="" type="checkbox"/> Road Use	Location:	SG City Public Works Dept., (435) 627-4050
	<i>(please include details on site map)</i>	
<input checked="" type="checkbox"/> Sidewalk Use	Location:	<input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
	<i>(please include details on site map)</i>	
<input type="checkbox"/> Parade	# of Floats:	

**SECURITY/OTHER**

*You may begin to coordinate in advance with these contacts:*

<input checked="" type="checkbox"/> Private Security/Officers	Company name: <u>Phil Packard</u>	# of Personnel: <u>4</u>
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Drawing or Raffle	SG City Legal Dept. Diana Hamblin, (435) 627-4606	
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Phil Packard  
Print Applicant's Name

Phil Packard  
Applicant's Signature

6/28/14  
Date

☐ Please do NOT include my event on the City Event Calendar Website

EVENT \_\_\_\_\_

## SPECIAL EVENT PERMIT APPLICATION

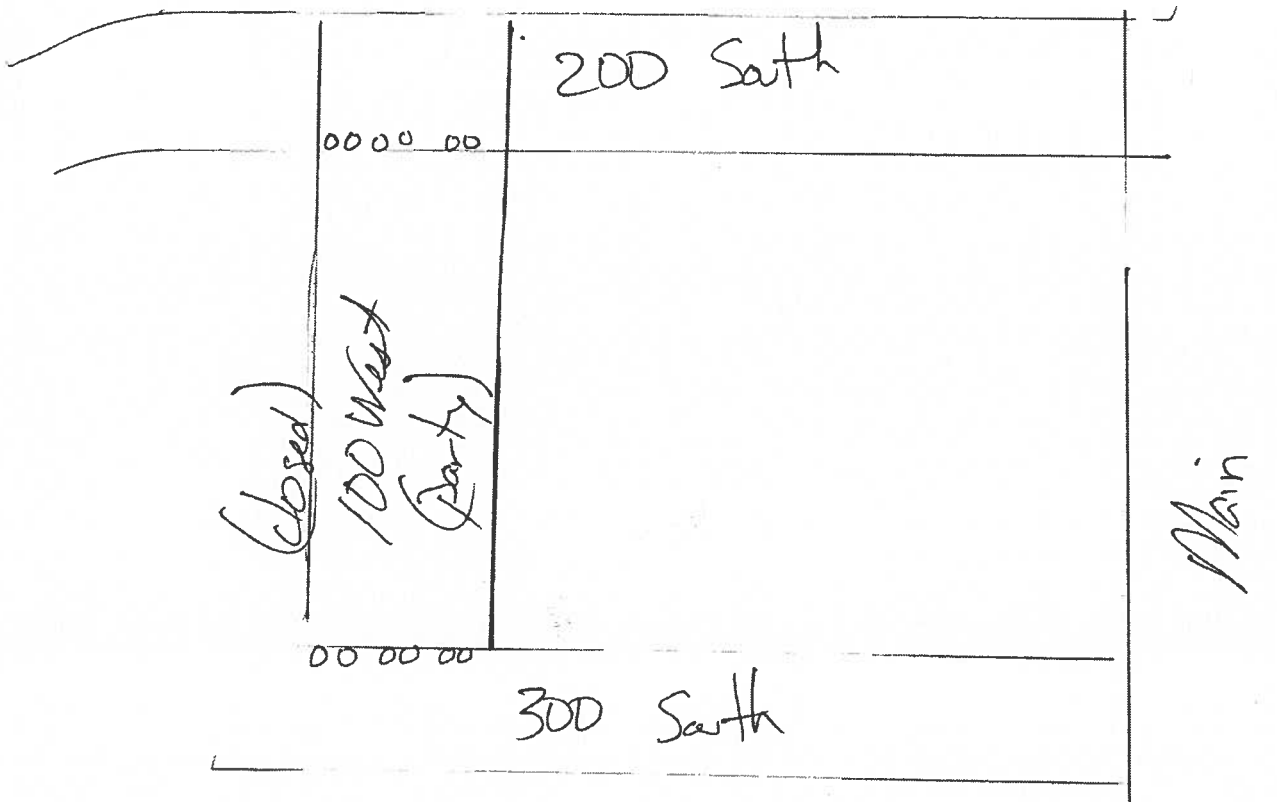
Page 3 of 4

### EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- Please be sure to include any elements of your event that will help our review committee.

This is a block party to get to know the neighbors and have a good time. There are so many new people and families that come in and we want them to feel welcomed to the area. We will be having a pot luck with games at private homes but the eating will be out in the street on 100 West



## SPECIAL EVENT PERMIT APPLICATION

EVENT \_\_\_\_\_ -

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Page 4 of 4

### DETAILED SITE MAP

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PLEASE INCLUDE OR ATTACH A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE. *Be aware that if you are faxing a map, many elements may not be visible.*

Your map should include:

- The names of streets, placement of barricades, and/or road closures
  - The areas where participants and vendors/merchants will park
  - Parade forming and disbanding areas, bleachers, etc.
  - Vendor and booth placement
- 

the street that the dinner will be at is 100 west  
from 200 S. - 300 S. Additional parking will be at the  
LDS chapel on main st. Tables will be in the  
street for the pot luck

# Block Party Picnic

Saturday September 6, 2014

5:00 - 9:00 pm

100 West between 200 and 300 South

(The road will be blocked off to all traffic.)

(Parking available at the LDS church parking lot at 155 S. Main)

Family Friendly Party  
No Alcohol or Tobacco Products  
Bring Your Lawn Chair

Dunking Booth  
Fresh Kettle Korn  
Kiddie Train Rides  
Cotton Candy Machine

Main Course: Hot dogs, buns, and all condiments

Potluck (please bring enough for 10 people): Salad, Chips or Dessert

## Entertainment

Singing, Dancing, Instrumental,  
Poetry, Reading, etc.

If you want to perform during the Block Party  
Contact Phil Packard at (435) 619-0258  
by September 1, 2014

Canopy or Grill  
We need canopies and grills.  
If you will let us use yours  
Contact Phil Packard  
at (435) 619-0258

**DRAFT**Agenda Item Number : **6B**

## Request For Council Action

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**Date Submitted** 2014-07-28 09:55:52**Applicant** PC**Quick Title** PC Report from July 29, 2014**Subject** Consider the report from the Planning Commission meeting held July 29, 2014.

**Discussion** The PC has a rather short agenda on July 29th with only three items; one amended final plat to vacate a portion of road ROW along 3000 East and south of Seegmiller Drive (along Cornerstone Subdivision). This will be a Public Hearing item on the Council's agenda. Also from the PC meeting will be a CUP for building heights ranging from 50' to 54' for the mixed-use project called Joule Plaza located on the south side of Tabernacle Street between 200 & 300 West Streets, (listed separately on agenda) and the Building Design/Site Plan Review (including parking) for the same Joule Plaza project. The applicant requests a parking ratio of 1.5 spaces per residential unit and a waiver of the guest parking requirement.

**Cost** \$0.00

**City Manager Recommendation** Couple of items from the Planning Commission. Probably the most discussed was the Mixed Use project on 200 W and Tabernacle.

**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: JULY 29, 2014  
CITY COUNCIL MEETING: AUGUST 7, 2014

1. **VACATE ROW AND EASEMENT (LRE)**

Consider approval of a final plat amendment to “**Vacate a ROW and easement along 3000 E**” a previously recorded residential subdivision final plat. The representative is Mr. Roger Bundy, R&B Surveying. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size and is located on the east side of 3000 East St. and south of Seegmiller Drive. 2014-LRE-012 (Staff – Todd J.). *(Note: Public hearing at CC)*

2. **CONDITIONAL USE PERMIT (CUP)**

Consider a request for a conditional use permit to construct three buildings which exceed a height of 35’, in a mixed-use project called “**Joule Plaza**” located between 200 West and 300 West on the south side of Tabernacle Street in a commercial C-4 zone. The main building located along Tabernacle Street proposes a height up to fifty-four feet (54’) to roof peak, and the two interior buildings, located to the rear of the main building would have heights of approximately fifty feet (50’). The applicant is Dixie Sun Ventures, and the representative is Mr. Wes Davis. Case No. 2014-CUP-014.

3. **BUILDING DESIGN CONCEPTUAL SITE PLAN / PROJECT DENSITY / PARKING APPROVAL (BDCSP / DEN / PRKG)**

Consider approval of the building design, conceptual site plan and residential density for a mixed use (commercial & residential) project called “**Joule Plaza**” located on approximately 3.9 acres between 200 West and 300 West Streets and south of Tabernacle Street in the commercial C-4 zone. Also, consider a request for a parking ratio of 1.5 parking spaces per residential unit, rather than 2 spaces per unit. The applicant is Dixie Sun Ventures, and the representative is Mr. Wes Davis. Case No. 2014-BDCSP-004 (Staff – Bob N.)

# PCR ITEM 1

## Public Street / Easement Vacation

PLANNING COMMISSION AGENDA REPORT: 07/29/2014  
CITY COUNCIL MEETING: 08/7/2014

### PUBLIC STREET / EASEMENT VACATION

#### **A Portion of 3000 East Street**

Case No. 2014-LRE-012

**Request:** Approval of a Public Street / Easement Vacation (according to the Deed of Dedication on file in the office of the recorder of Washington County, State of Utah as Document #20100005796)

**Representative:** Roger Bundy, R & B Surveying  
257 Prickley Pear Drive  
Washington, Utah 84780

**Property:** Located on the east side of 3000 East Street and south of Seegmiller Drive

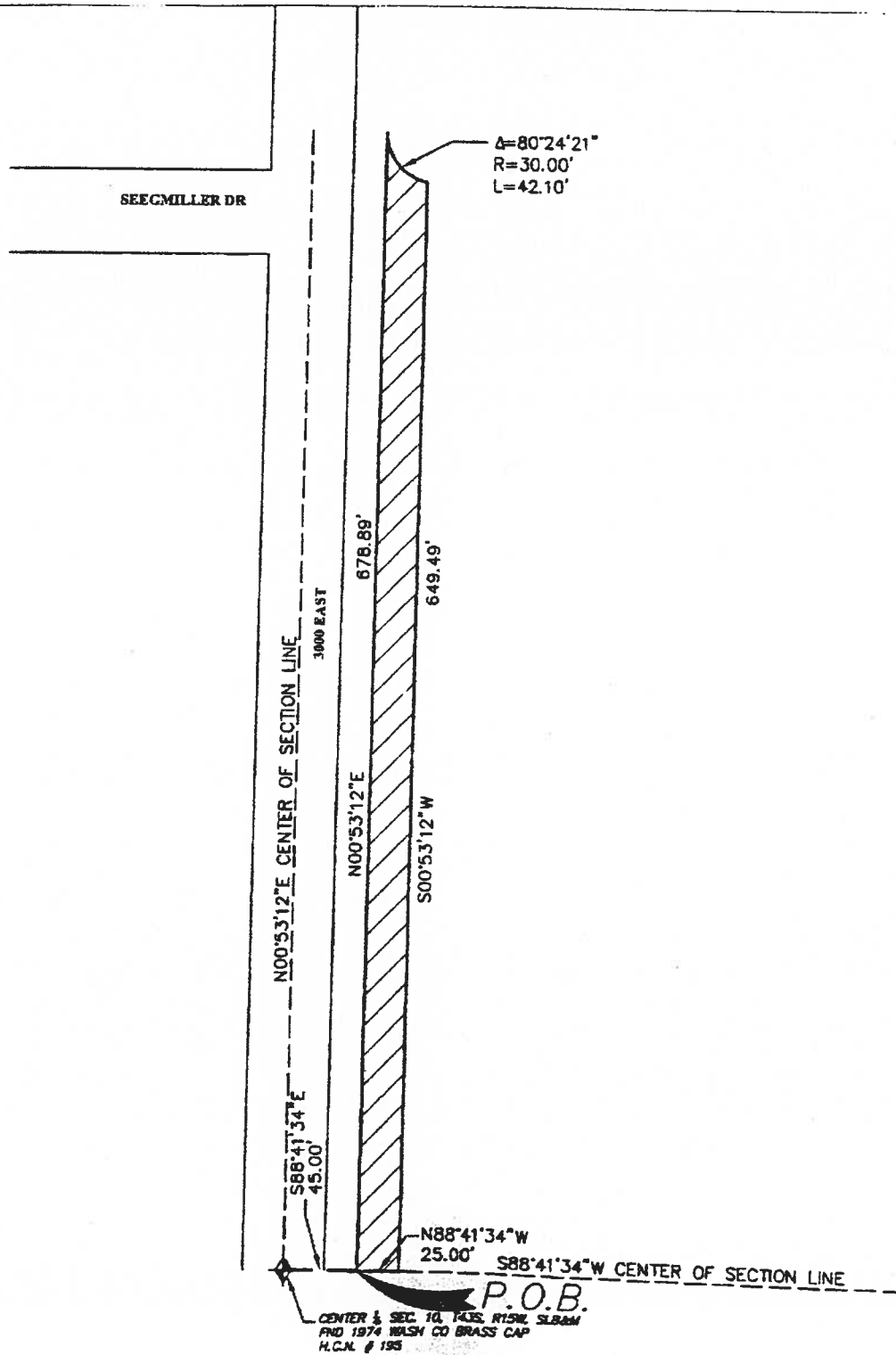
**Zone:** R-1-10

**Staff Comments:** This parcel was retained and dedicated to the City when the original 'Cornerstone Subdivision' was vacated in 2010. It was retained to make sure the City had enough right-of-way for the roadway and future equestrian trail. From the time the City received this dedication it has been decided that it was not in the best interest of all to have the equestrian trail run along 3000 East Street, therefore this dedicated area is no longer needed by the City and can become part of the future subdivision instead. FYI – The future subdivision for 'Cornerstone Phase 1' will be considered at the August 12<sup>th</sup> Planning Commission meeting and the following City Council if approved. A Public Hearing is required at City Council for this request.

All aspects of this vacation were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

**P.C.:** The Planning Commission recommends approval.

Public Utility and Drainage Easement  
and Equestrian Trail Easement







## 2014-LRE-012 Vacate portion 3000 E

Made by the City of St. George GIS Department  
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

July 30, 2014

## PCR ITEM 2 CUP / HEIGHT

PLANNING COMMISSION MEETING #1: 07/08/2014 (TABLED)  
PLANNING COMMISSION MEETING #2: 07/29/2014  
CITY COUNCIL MEETING: 08/07/2014

### Joule Plaza, A Mixed-Use Project 2014-CUP-014 - Building Height

**Request:** Conditional Use Permit request to construct three buildings (A, B, & C) which exceed the height of 35'. The three buildings are all proposed with four stories, and the building fronting Tabernacle Street would be up to a maximum of 54' tall, and the two interior buildings are proposed at heights of approximately 50' tall (see elevations).

**Project Name:** Joule Plaza, a mixed-use project (commercial & residential).

**Project Description:** Joule Plaza is a proposed mixed-use residential and commercial development on most of the city block between 200 and 300 West streets, and south of Tabernacle Street. The conceptual site plan shows three buildings on a total of 3.9 acres. The three buildings each propose four stories with commercial or residential on the ground floor and mostly residential units above the ground floor level. Because the proposed buildings exceed a height of 35 feet, a conditional use permit is required. The proposed building fronting along Tabernacle Street has roof peak of 54 feet, and the two buildings located in the interior of the block are proposed at approx. 50 feet tall. These two interior buildings will be over 70 feet from the project's south property line.

**PSR:** A Planning Staff Review (PSR) meeting was held by staff on June 3, 2014, to initially discuss this project.

**Reference:** Related Case No. 2014-BDCSP-004

**Owner / Developer:** Dixie Sun Ventures, Randy & Buck Wilkinson, property owners

**Representative:** Mr. Wes Davis

**Architect:** Ben Rogers, AIA, Cooper-Roberts Architects

**Zone:** The subject property is zoned C-4, Central Business District Commercial Zone, and the standards for a mixed-use project are contained in Section 10-10-5:K.

**General Plan:** Commercial

**Narrative:** The applicant has provided a brief narrative (see attached) describing the project.

**Ordinance:** Title 10, Chapter 10 "Commercial Zones," Section 10-10-4 allows a maximum building height of 35 ft ....*"unless a greater height is approved by the City Council after recommendation by the Planning Commission."*

**Location:** Located between 200 West and 300 West streets on the south side of Tabernacle Street.

**Parcel Acreage:** 170,556 sq. ft. (3.9 acres)

**Comments:** The three buildings are proposed at 4-stories each with height ranging from 54' (building fronting Tabernacle Street) to approx. 50' for the two interior buildings. Other buildings in the area that have similar heights are the new State Courthouse Building located across the street to the north, and the Main Street Office Center located on the NE corner of Main Street and Tabernacle street. Various other buildings in the city contain 4 or more stories including Dixie Regional Medical Center on River Road and also on 400 East Street, the Hilton Garden Inn next to the Dixie Center. Since this project is outside the boundaries of the Downtown Historic District staff supports the proposed 4-story buildings and the economic vitality that will be generated as a result of new downtown commercial and housing.

**Comparable Roof Heights:**

Building	Location	Zone	Height	Stories
Abbey Inn	Bluff St.	C2	45'	3
Comfort Inn (Proposed)	Riverside Dr.	C3	44'	3
Country Inn & Suites	2720 E & Red Cliffs Dr	C3	50' (45'-4"avg.)	4
Dixie Center	Convention Center	C3	40'	
Hilton Hotel	Convention Center	C3	63'	5
Hospital	River Rd.	PD-C	96'	
IMC (Inter. Mortgage Corp.)	500 S & Bluff St	C-2	58'-9"	3
Main Street Plaza	Main St.	C4	71'	4
Marriott	100 South	PD-C	54'	4
Quality Development	100South	PD-C	53'	3
S & S	100 South	PD-C	54'	3
State Bank of Southern Utah	100 South	PD-C	64'	3
Tabernacle	Main St.	C4	115'	
Tabernacle Towers	Tabernacle St.	C4	57'	
Village Bank	Tabernacle St.	AP	55'	3



**PC:** The Planning Commission (PC) recommends approval of the CUP for the proposed building height.

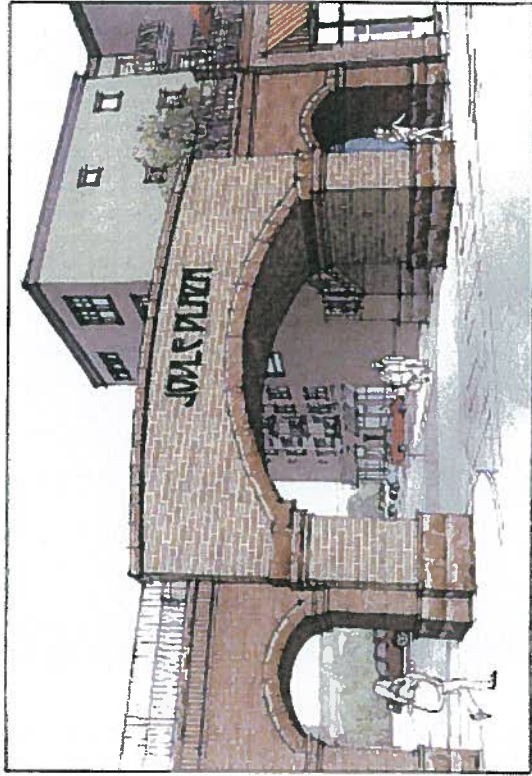
*Note: The PC also recommends approval for the related density, building design, conceptual site plan for the site, and parking reduction to 1.5 spaces per residential unit, and a waiver for the guest parking requirement. The PC made findings for all of these issues. The motion to recommend approval was unanimous (5:0) (see motion in BDCSP staff report)*

*Note: The PC approved the parking reduction to 1.5 spaces per dwelling unit, but the City Council must approve any reduction / waiver of the guest parking requirement.*

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.  2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

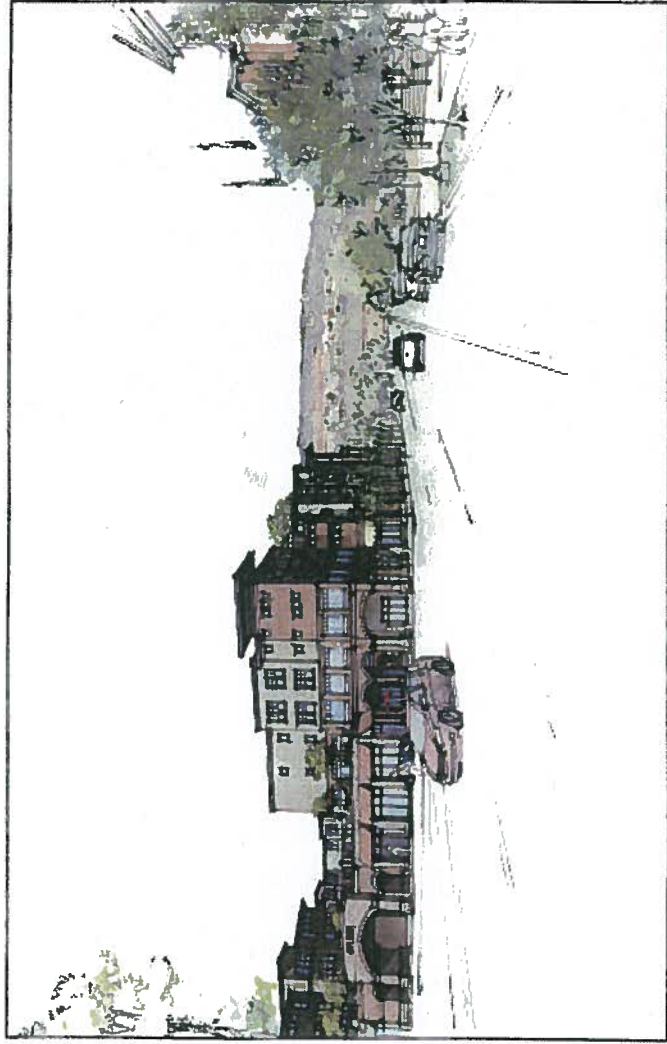
	N/A	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
		I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
	N/A	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>



# JOULE PLAZA ON TABERNACLE

200 WEST TABERNACLE  
ST. GEORGE, UTAH

**DIXIE SUN VENTURES**







CRSA

ARCHITECTURE, PLANNING, INTERIORS  
3011 KANE BL. SUITE 100 • KANSAS CITY, MO 64111  
816.234.2300 www.crsa-arch.com

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

JOULE PLAZA

DESIGNED BY  
1000 WEST 10TH ST. SUITE 100

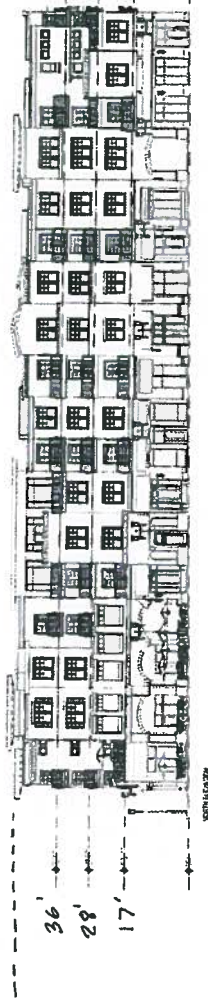
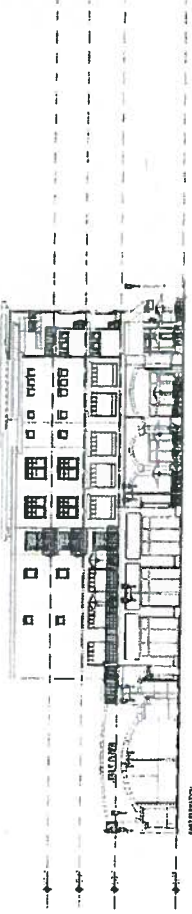
DIXIE SUN  
VENTURES

47 WEST 10TH ST. SUITE 100

NO.	DATE	DESCRIPTION
1	10/1/10	ISSUED FOR PERMIT
2	10/1/10	ISSUED FOR PERMIT
3	10/1/10	ISSUED FOR PERMIT
4	10/1/10	ISSUED FOR PERMIT
5	10/1/10	ISSUED FOR PERMIT
6	10/1/10	ISSUED FOR PERMIT
7	10/1/10	ISSUED FOR PERMIT
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9	10/1/10	ISSUED FOR PERMIT
10	10/1/10	ISSUED FOR PERMIT

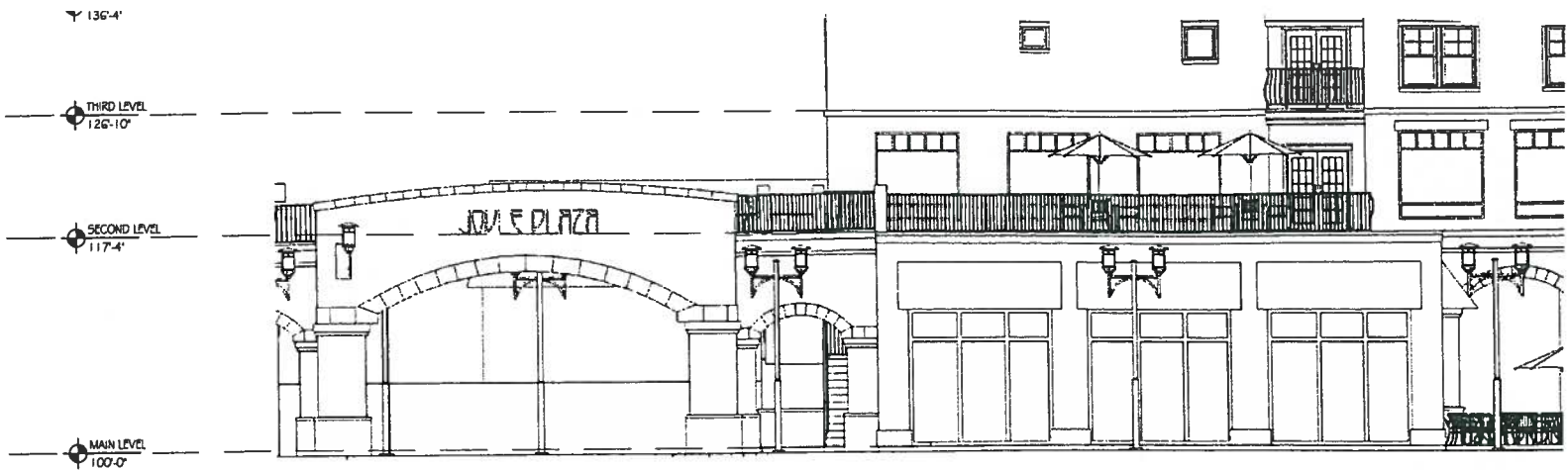
BUILDING 'A'  
ELEVATIONS

A202



BUILDING 'A' ELEVATIONS  
SCALE: 1/8" = 1'-0"





EAST ELEVATION



NORTH ELEVATION

**BLDG A**  
Joule Plaza



CRSA

ARCHITECTURE - PLANNING - INTERIORS  
3011 10th St. NW - 10th Floor - NW  
2020-2021 - 10th Floor - NW

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

JOULE PLAZA

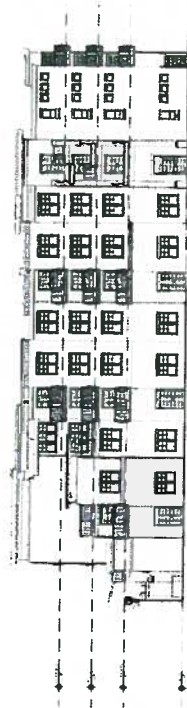
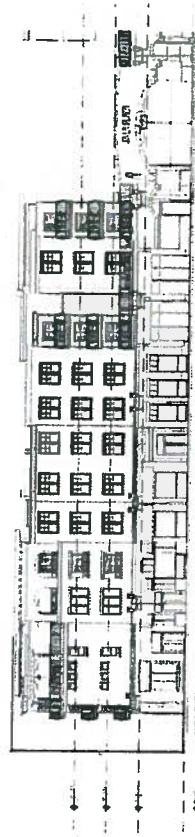
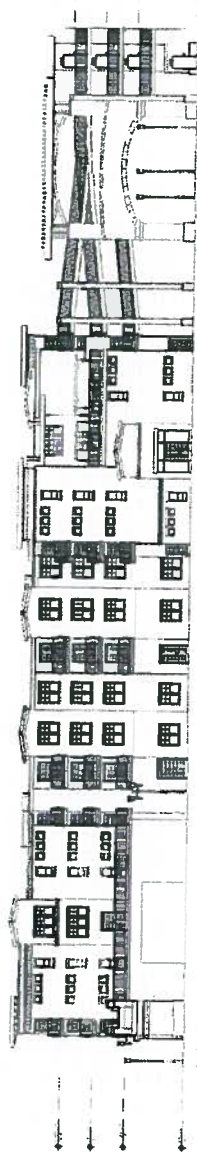
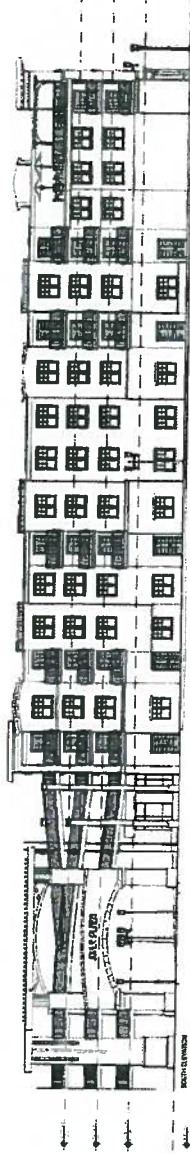
10th Floor - NW

DOXIE SUN  
VENTURES

10th Floor - NW

BUILDING 'B'  
ELEVATIONS

A203

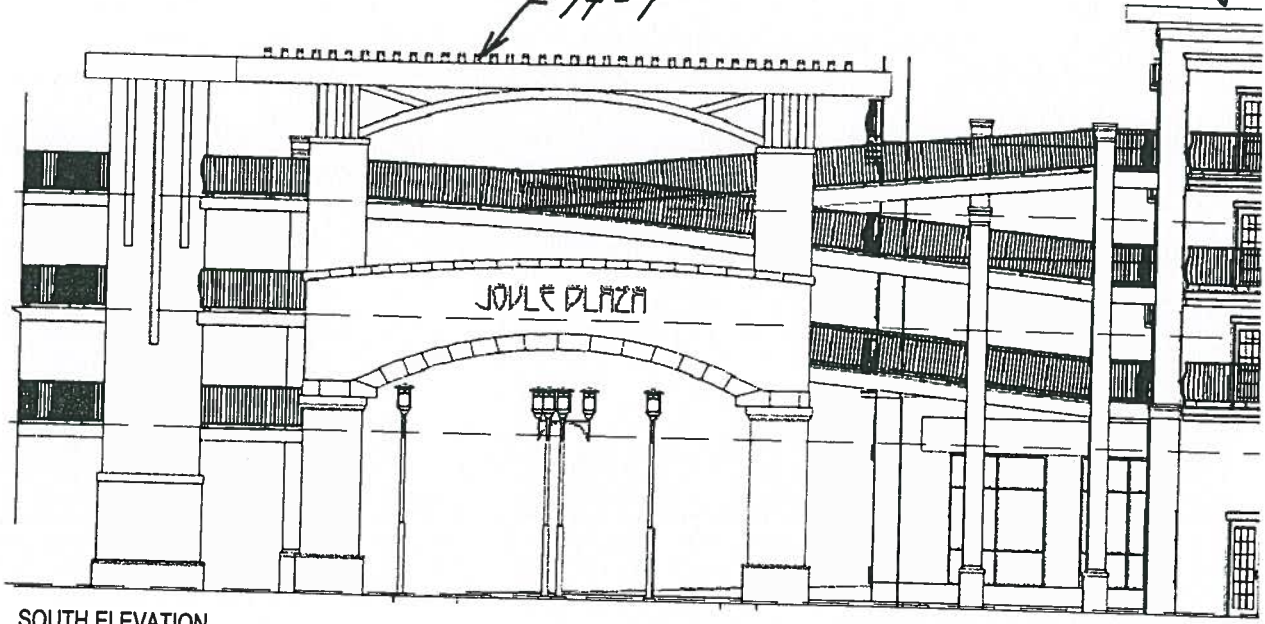


BUILDING 'B' ELEVATIONS  
SCALE 1/8" = 1'-0"

50'-7"

44'-4"

FOURTH LEVEL  
136'-4"  
36'-4"  
THIRD LEVEL  
126'-10"  
26'-10"  
SECOND LEVEL  
117'-4"  
18'-4"  
MAIN LEVEL  
100'-0"



SOUTH ELEVATION

BLDG B  
Joule Plaza

52'

FOURTH LEVEL  
136'-4"  
THIRD LEVEL  
126'-10"  
SECOND LEVEL  
117'-4"  
MAIN LEVEL  
100'-0"



NORTH ELEVATION



CRSA

ARCHITECTURE - PLANNING - INTERIORS  
300 N. W. 10TH AVE. SUITE 1000, MIAMI, FL 33136  
305.571.1000 WWW.CRSAA.COM

FOR REVIEW ONLY  
**NOT FOR CONSTRUCTION**

JOULE PLAZA

DESIGNED BY  
CRSA

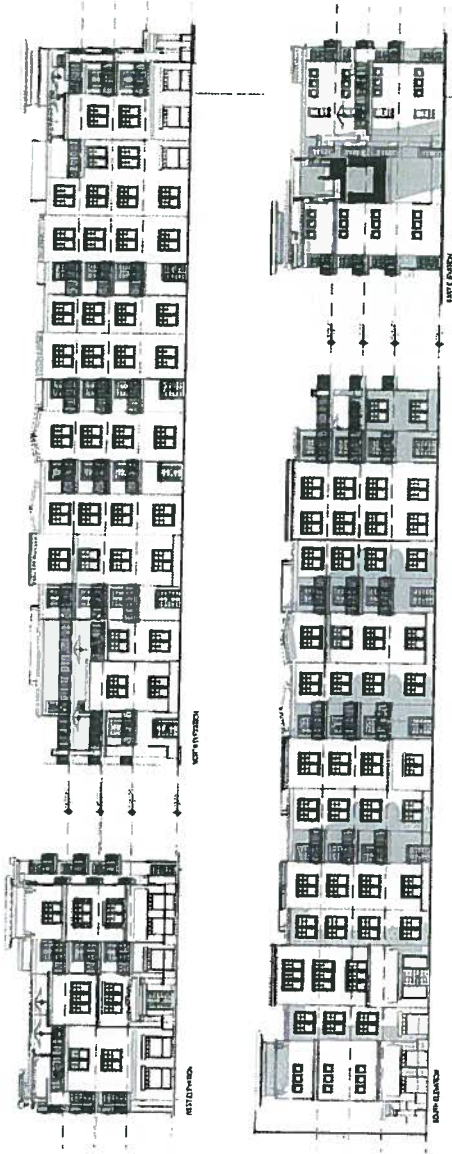
OXIE SUN  
VENTURES

14. JULY 2014

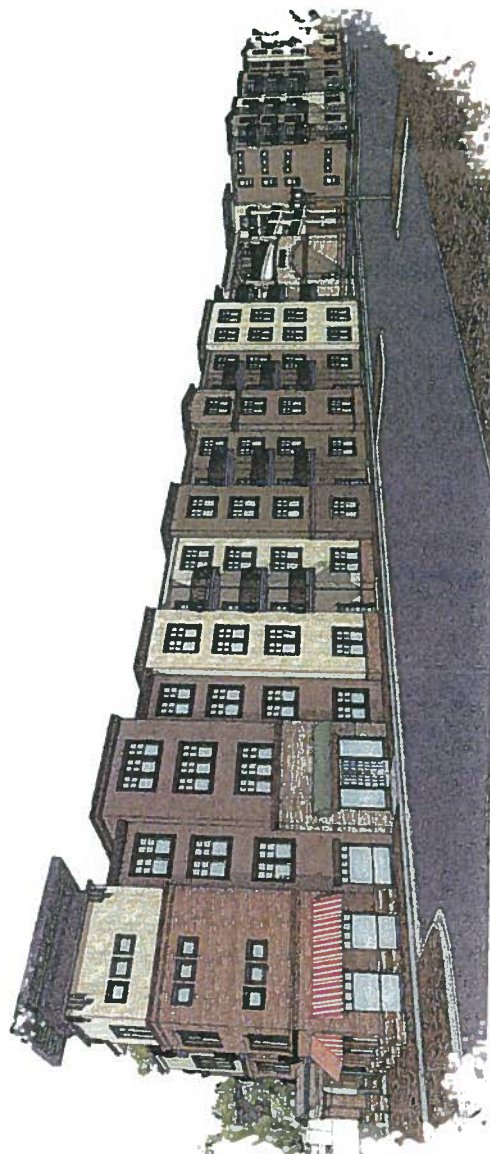
NO.	DATE	DESCRIPTION
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2	14. JULY 2014	ISSUED FOR PERMIT
3	14. JULY 2014	ISSUED FOR PERMIT
4	14. JULY 2014	ISSUED FOR PERMIT
5	14. JULY 2014	ISSUED FOR PERMIT
6	14. JULY 2014	ISSUED FOR PERMIT
7	14. JULY 2014	ISSUED FOR PERMIT
8	14. JULY 2014	ISSUED FOR PERMIT
9	14. JULY 2014	ISSUED FOR PERMIT
10	14. JULY 2014	ISSUED FOR PERMIT

BUILDING 'C'  
ELEVATIONS

**A204**



**C2** BUILDING 'C' ELEVATIONS  
SCALE: 1/8" = 1'-0"





WEST ELEVATION

32'-4"  
 FOURTH LEVEL  
 132'-4"  
 THIRD LEVEL  
 122'-10"  
 22'-10"  
 SECOND LEVEL  
 113'-4"  
 13'-4"  
 MAIN LEVEL  
 100'-0"



NORTH ELEVATION

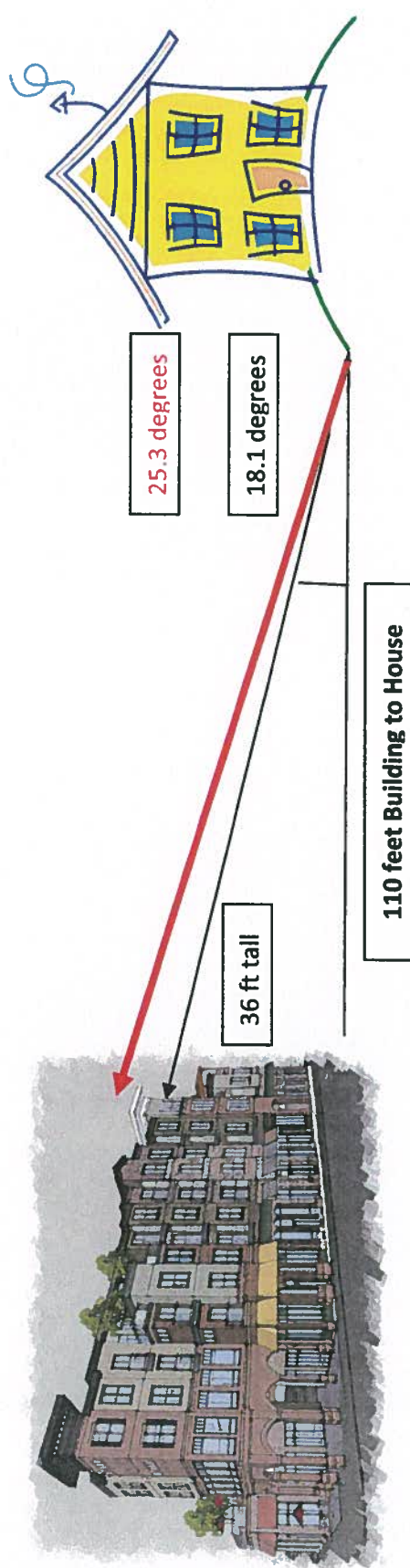
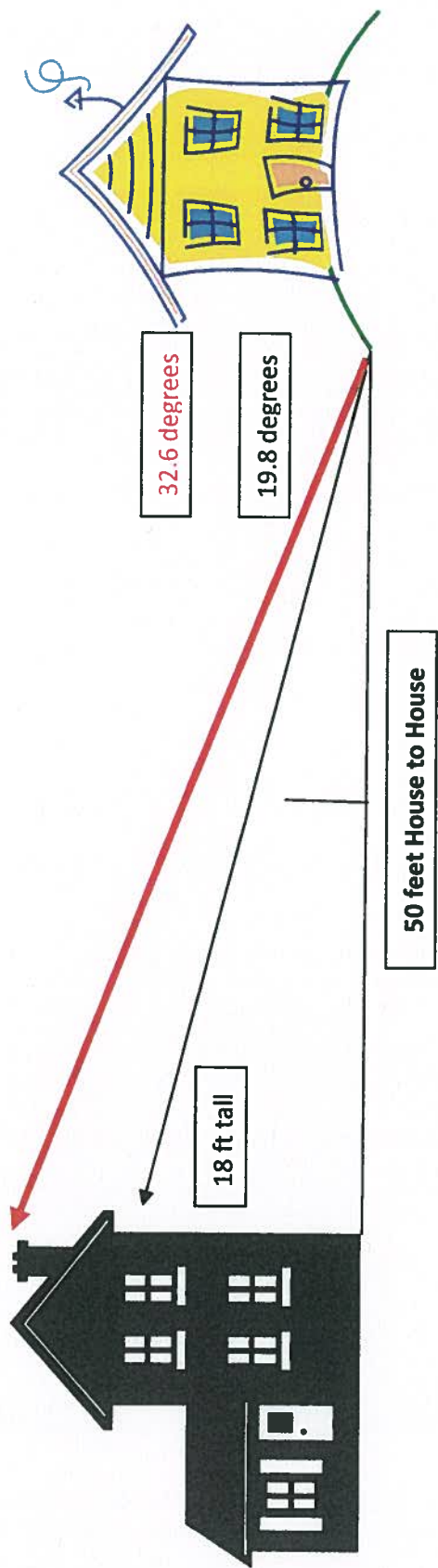


SOUTH ELEVATION

# BUILDING 'C' ELEVATIONS

SCALE: 1/16" = 1'-0"

Joule Plaza





July 2, 2014

RECEIVED  
JUL 03 2014  
BY: RS

City of St. George  
County Development Department  
175 East 200 North  
St. George, UT 84770

Attn: Bob Nicholson  
Community Development Coordinator

Mr. Nicholson,

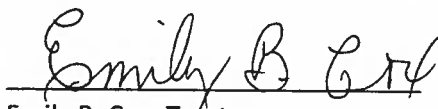
I am writing in response to the letter that I received regarding the residential and commercial complex that is proposed to be built on the city block between 200 and 300 West and South of Tabernacle Street here in St. George, Utah.

I understand that growth is inevitable in our community and that there is limited acreage for such structures to be built to help revitalize our downtown area. What I am opposed to, is the fact that the proposed complex will have four stories, which I feel is in excess and will tower over the area. We don't have to look too far to see the extreme massiveness of the four story Gardner Building, at the roundabout on Tabernacle and Main Street. I feel that this is overkill and would have served the aesthetics of our area better and kept the downtown theme, if that building also had been constructed only three stories high. (It's a beautiful building, just too tall.)

We will not be able to attend the Planning Commission Meeting on Tuesday, July 8, 2014, because of other conflicts, but I hope that you and your committee will consider this request and not give in to another structure that is going to be too tall.

The City has done a wonderful job in the past of improving the looks of our town and I hope that they will continue along those paths.

Sincerely,



Emily B. Cox, Trustee  
For the Emily B. Cox Trust

4 August 2014

St. George Community Development Department  
St. George City Council Members

This is in regards to the Dixie Sun Ventures project on the city block between 200 West and 300 West and south of Tabernacle.

This proposed project is being placed on a block that will still have residential, single family homes on the south side of the block. How would you like living in one of these homes and having four stories of apartments looming above your home and back yard? How could you have any privacy? You are allowed a 6 foot back fence but Dixie Sun Ventures wants to build three 50 foot tall buildings to loom over your backyard. That is privacy????

Please, hold to the 35 foot height code.

Also, we urge you to demand that this project have set backs from the sidewalk that has been the rule all along Tabernacle, west of Main Street and east of 100 East. The set backs from the street soften the buildings and produce an inviting ambiance in our city. Why would you want to destroy this? This setback is what gives a nice attraction to our city and produces a cooler street to walk on. Just putting trees in the sidewalk helps to make hazardous sidewalks.

Also, I seriously question the low number of parking spaces. It is very rare that someone renting an apartment has only one car unless the occupant is one person. However, that one person has company and can have company 24/7 on any given day. Also, not all renters leave for jobs.

If you insist that the project is downsized to the 35 foot height then there would probably be enough parking and each apartment could have an assigned covered parking spot. The three bedroom units could easily have three vehicles.

A 1000 square foot retail space could easily have four employees and I am sure that most employees will not walk to work in the hot summer and the cold winter, if at all.

Please seriously consider these issues before making a decision. Thank you for your consideration.

Sincerely,

Allan and Diane Tew

PS. The architectural rendering has created a pleasant overall look. Just have one story less (35 foot maximum height) and set back from the sidewalks.



## PCR ITEM 3

### BDCSP / Density / Parking

PLANNING COMMISSION MEETING #1: 07/08/2014 (TABLED)  
PLANNING COMMISSION MEETING #2: 07/29/2014  
CITY COUNCIL MEETING: 08/07/2014

Joule Plaza, a Mixed Use project with commercial and residential uses  
2014-BDCSP-004 (Design Review & Approval / Density Review / Parking Review & Approval)

### OVERVIEW

**Request:** The applicant requests approval for the proposed Building Design and Conceptual Site Plan (BDCSP) for developing a new mixed use project in the C-4 commercial zone.

The requested approvals are for: 1) the building design, 2) conceptual site plan, 3) residential density, and 4) a requested parking ratio of 1.5 parking spaces per residential unit, rather than 2 spaces per unit, 5) a waiver for guest parking

**Project Name:** Joule Plaza

**Project Description:** The project consists of three (3) 4-story buildings with commercial or residential use on the ground floor and mostly residential use on floors 2 thru 4. The C-4 Central City Zone provides for mixed-use projects (see section 10-10-5: K) but they are subject to design review by the PC and City Council. The project is located between 200 West and 300 West streets on the south side of Tabernacle Street. The project area is 3.9 acres and there are 129 residential units proposed, along with 23,596 sq ft of commercial floor area. 288 total parking spaces are proposed, 135 of which will be located under the three buildings (ie, below grade). 50,985 sq ft of landscaping is proposed which represents 30% of the project site. The applicants are requesting a parking ratio of 1.5 parking spaces per residential unit, rather than 2 spaces per unit, which the PC may approve under section 10-19-4:A.3. This section allows the PC to reduce the parking requirement to 1.5 spaces per residential unit for projects with more than 50 units, where the applicant provides evidence that 1.5 spaces/unit is adequate.

**PSR:** A Planning Staff Review (PSR) meeting was held by staff on June 3, 2104 to initially discuss this project.

**Reference:** Related case No. 2014-CUP-014 (for building height(s))

**Owner / Developer:** Dixie Sun Ventures  
Randy and Buck Wilkinson, property owners

**Representative:** Mr. Wes Davis, Real Estate Consultant

**Architect:** Ben Rogers, AIA, with CRSA

**Zone:** C-4 (Central Business District Commercial)

**General Plan:** Commercial

**Narrative:** The applicant provided a narrative (see attached) describing the project.

**Location:** Located between 200 W and 300 W streets, on south side of Tabernacle Street.

**Parcel Acreage:** 170,556 sq. ft. (3.9 acres)

## **DESIGN REVIEW**

### **Building(s) (Floor) Area:**

Building A	Building B	Building C
4 stories	4 stories	4 stories
69,812 sq. ft.	106,993 sq. ft.	58,461 sq. ft.

### **Building(s) Height:** (Reference Case No. 2014-CUP-014)

Building A	Building B	Building C
54'	50'-7"	50'-4"

**Floor Plan:** The floor plan(s) include commercial and residences.  
Ground Floor Footprint = 47,192 sq. ft. (27%)

**Mix Ratio:** The retail / commercial requires 50% ground floor area per Section 10-10-5.K. Thus 23,596 sq. ft. is required and the applicant proposes 23,626 sq. ft.

**Building Materials:** (see narrative) Sandstone is proposed as an accent only along Tabernacle & 200 West facades. A mixture of brick, stucco, and hardi-siding exterior finishes in various shades to compliment the natural colors of the area (see materials board to be provided at the PC meeting).

**Ordinance:** Section 10-10-5.K "Mixed Use Standards in the C-4 Zone" requires the submittal of a colored site development plan, colored rendering, colored elevations, material and color samples, and a narrative.

**Setbacks (Required):** Front = 0-10 ft., Side = none. Street side = 0-10ft., and rear = none.

**Setbacks (Proposed):** Complies with the C-4 zone standards.

**Adjacent L/U:** North = Commercial C-4  
South = Single family Homes - RCC  
East = Commercial C-4  
West = Commercial C-4

## DENSITY 33 du/acre

**Apartments:** 1 BDRM = 24 units = 18%  
2 BDRM / 1 = 49 units = 38%  
2 BDRM / 2 = 45 units = 34%  
3 BDRM = 11 units = 9%

-----  
Total = 129 units

## PARKING

**Parking:** **Number of spaces:** The applicant is requesting permission to provide a total of 288 spaces. This is 'if' the PC supports a reduction from 2 spaces per residential unit to 1.5 spaces per residential unit. The total consists of residences at 1.5/du = 194 spaces and commercial at 1:250 = 94 spaces (194 + 94 = 288).

**Comparable Cities:** Staff has compared St. George's parking option of 1.5 spaces per dwelling unit with five other major Utah cities (SLC, Provo, Orem, Ogden, and Sandy). Three of those cities (SLC, Provo, Orem) require less parking than St George for mixed-use residential, and two cities (Ogden and Sandy) are similar to St George. Ogden requires 1.5 parking spaces / unit in their Central Business District zone, but allows a reduction down to a minimum of 1 parking space per unit in a downtown mixed-use project. **See the attached summary document on "Residential Parking Standards in Mixed-Use Projects."**

**After Hours Parking:** Note that many of the commercial spaces might be available after regular business hours, but there is no guarantee this will be the case.

**Guest Parking:** The mixed-use code provision (10-10-5:K.2.g) states that mixed-use projects shall comply with the parking requirements for commercial and residential uses as set forth in Chapter 19, Parking Requirements. The guest parking requirement is 1 space per 3 dwelling units which equals 43 guest parking spaces for the Joule Plaza project (129 units divided by 3 = 43 spaces). However the guest parking section, 10-19-4:A.4 states that the City Council, upon recommendation from the Planning Commission may reduce the requirement for guest parking spaces where justified. The applicant requests a reduction to zero / no

guest parking spaces based on the St. George parking code which requires more parking spaces for mixed-use projects than other comparable cities both within Utah and out of state.

**On-Street Parking:** In addition, on-street parking is allowed on all the streets fronting this project (200 W., 300 W., and Tabernacle Street). However, Parking credit cannot be granted on-site for off-site parking.

## LANDSCAPING

**Landscape Area(s):** 50,985 sq. ft. = 30% (20% is the required minimum area)

## LIGHTING

The site shall be designed to be “dark sky” friendly and avoid any light pollution to neighbors. A photometric plan shall be submitted during the SPR (Site Plan Review) process by the City for staff to review.

## PLANNING COMMISSION

The PC recommends approval of the density, building design, conceptual site plan, a parking reduction to 1.5 spaces per residential unit, and a waiver for the guest parking requirement. The motion to recommend approval was unanimous (5:0) (*see motion below*)

The PC approved the parking reduction to 1.5 spaces per dwelling unit, but the City Council must approve any reduction / waiver of the guest parking requirement.

*Note: The Planning Commission (PC) recommends approval of the related CUP for the proposed building height.*

### PC Motion:

Commissioner Diane Adams made a motion to approve the building design and conceptual site plan, the residential density, the reduction of the parking ration from 2 to 1.5 per residential unit, the conditional use request for height not to exceed 54’ subject to findings D and G, and a waiver of guest parking supported by the provided report from the applicant (*see attachment*) that ran through the hourly usage rates regardless of the businesses that may go into this project and to support the conditional use for height as there are other buildings in the downtown area that are taller than requested.

**SECONDED:** Commissioner Julie Hullinger seconded the motion.

*Commissioner Diane Adams added the condition that at least 1 stall per residential unit must be identified and must be covered.*

*Commissioner Julie Hullinger agreed to the addition.*

*Commissioner Don Buehner asked the applicant if the amendment is feasible for the project.*

*Randy Wilkinson (applicant) said that will be fine.*

AYES (5)

Commissioner Don Buehner  
Chairman Pro Tem Nathan Fisher  
Commissioner Diane Adams  
Commissioner Julie Hullinger  
Commissioner Todd Staheli

NAYS (0)

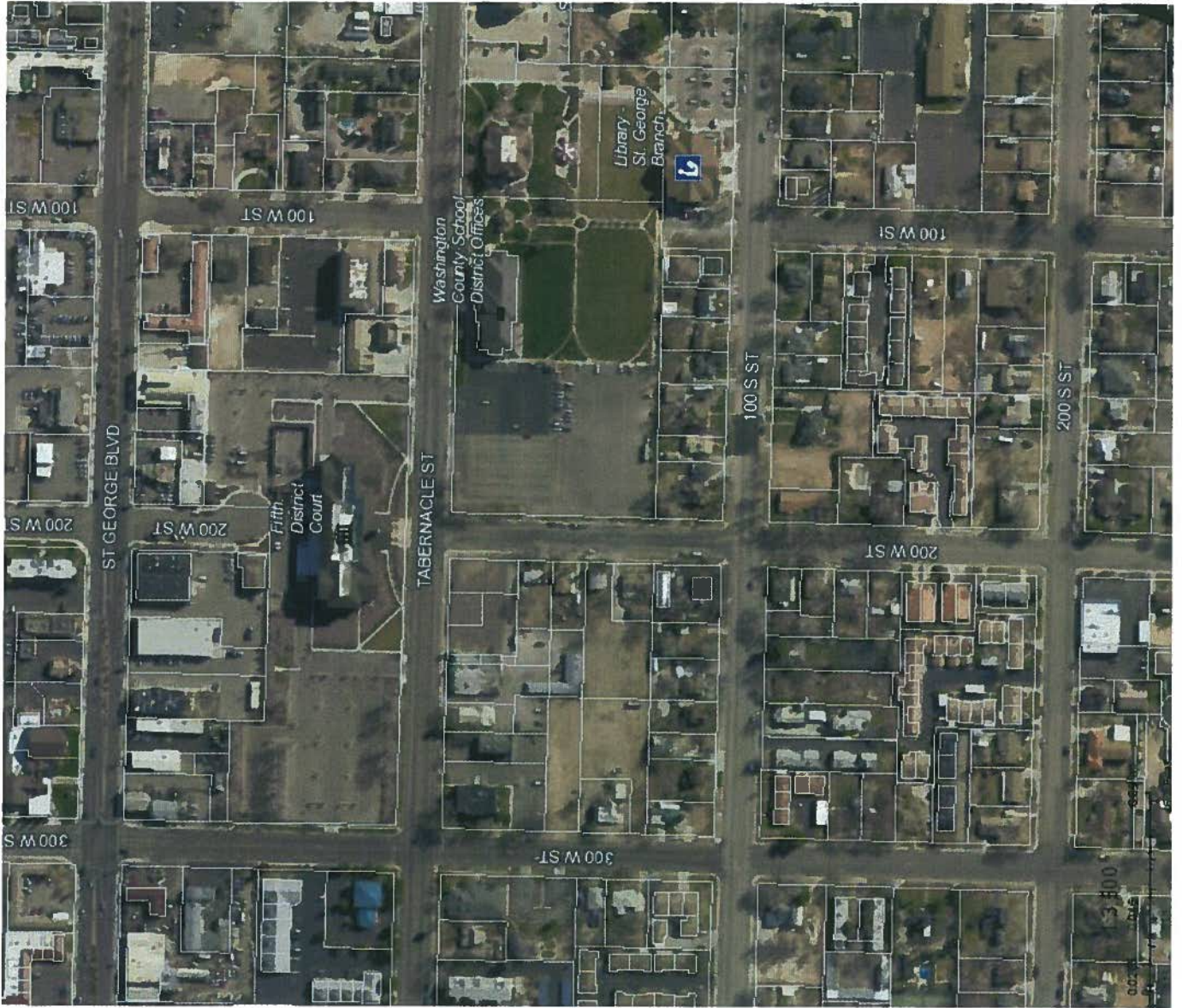
RECUSED (1)

Commissioner Ro Wilkinson

2014-BDCSP-004

2014-CUP-014











**Parking Requirement Comparison**  
**JOULE PLAZA (a mixed use project)**  
**(129 Dwelling Units with 94 Commercial Parking Spaces)**

	ST. GEORGE	OGDEN	OREM	PROVO	SLC
Population 2012 Census	75,561	83,793	90,749	115,919	189,314
Residential	194 (at 1.5/du)	129-175	194 (PD-34 Zone)	129 (CBD/2)	65
Visitor	43* (1/3du)	0	N/A specific requirement in PD	16 (1/4du)	0
Commercial^	94	94	94	94	94
Total	331^^	223-269***	288****	239** w/ 50% reduction	159

\* Visitor/guest parking requirements can be reduced by City Council upon recommendation of Planning Commission

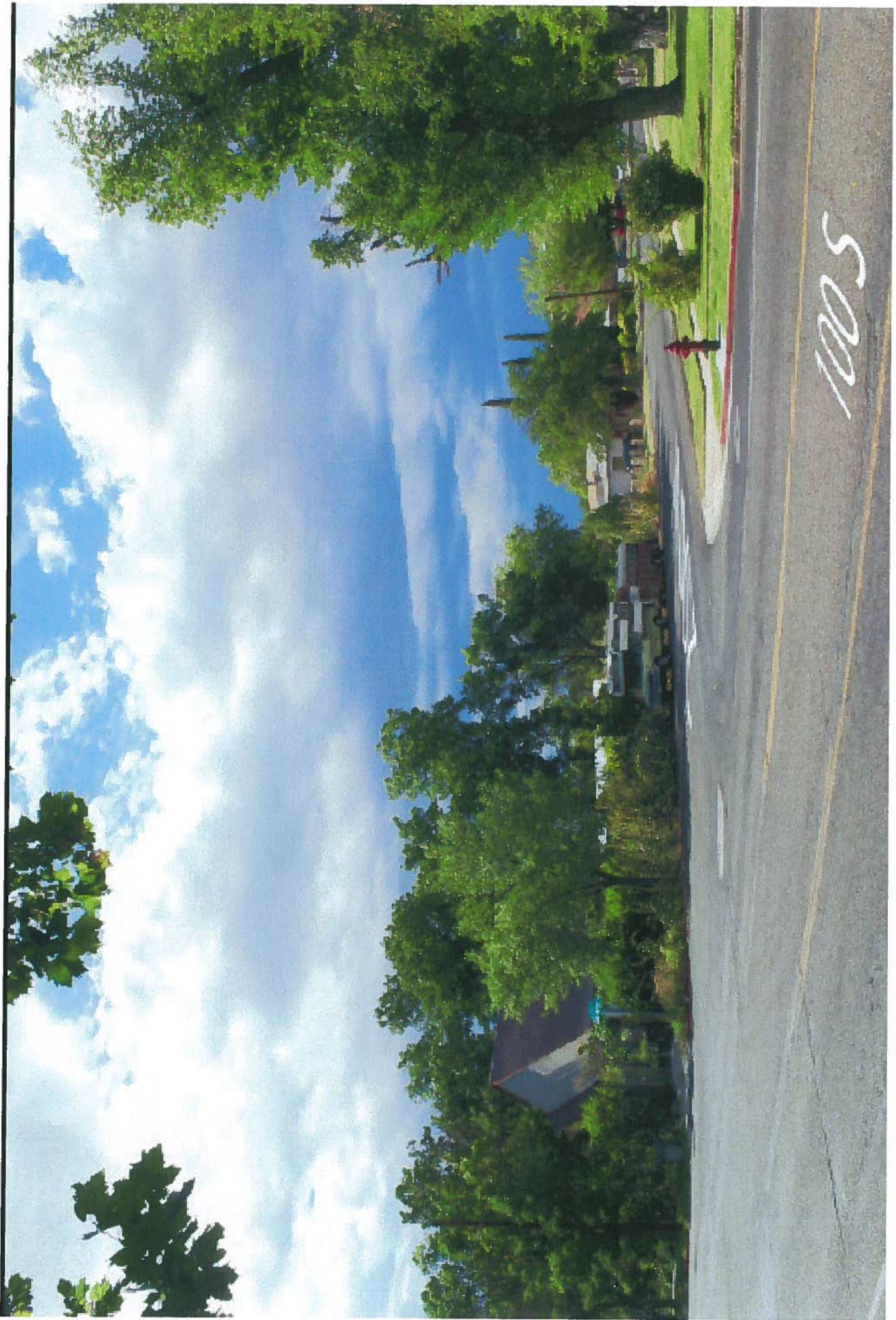
\*\*Provo provides for a possible parking reduction (in CBD) of up to 50% when justified by a parking study

\*\*\*Ogden parking ranges from 1-1.5/du in mixed-use

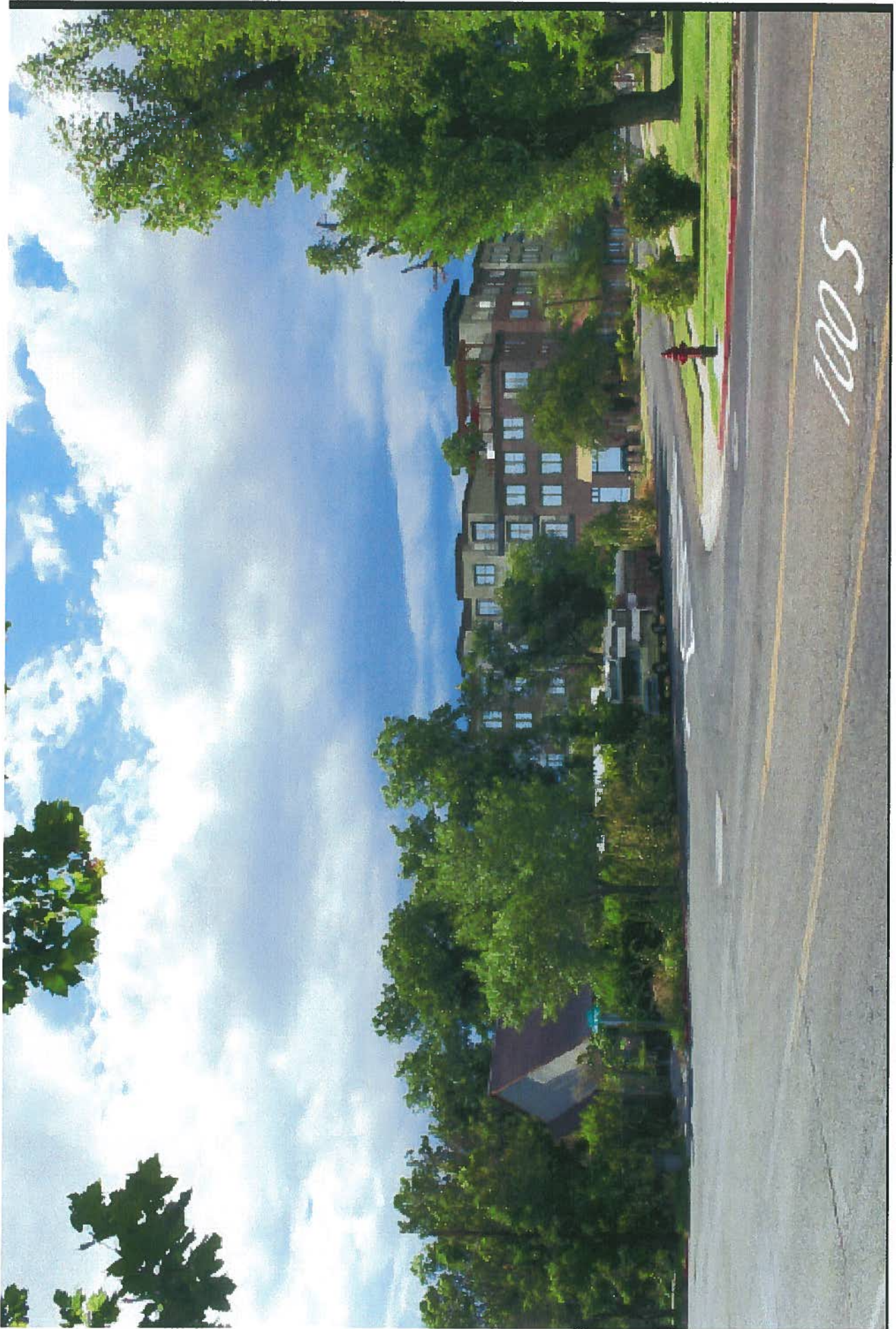
\*\*\*\*Orem's PD-34 Zone has a parking requirement of 1.49 spaces/du in the mixed-use project. Also, the commercial parking requirement is less than St. George's. The PD-23 Zone requires 1 space/du in the "base" residential calculation, and 2 spaces/du for addition units over the base number

^ For the purpose of this comparison only the residential parking requirement is shown; the commercial requirement is assumed to be the same

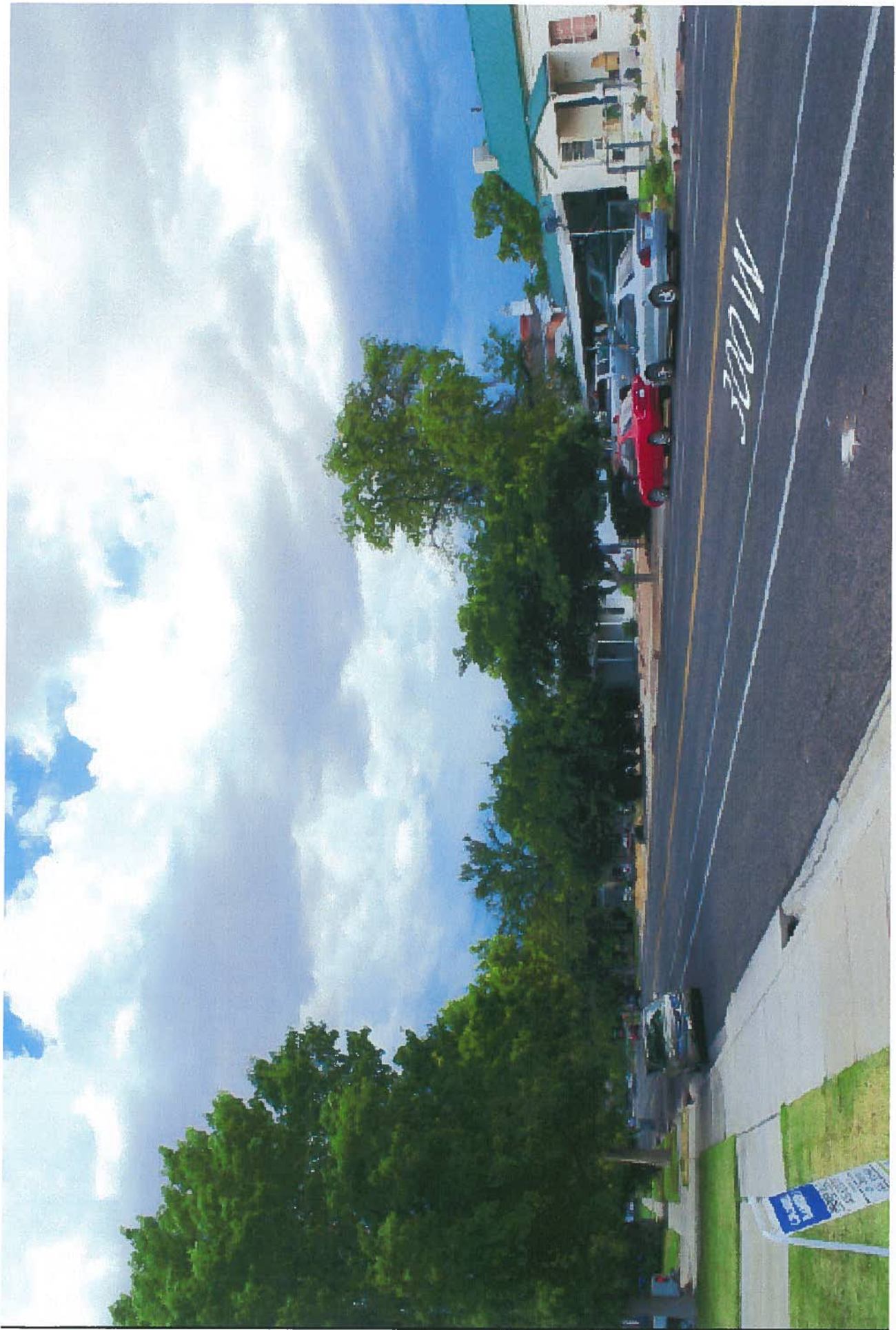
^^Applicant proposes 288 parking spaces with a waiver for guest parking



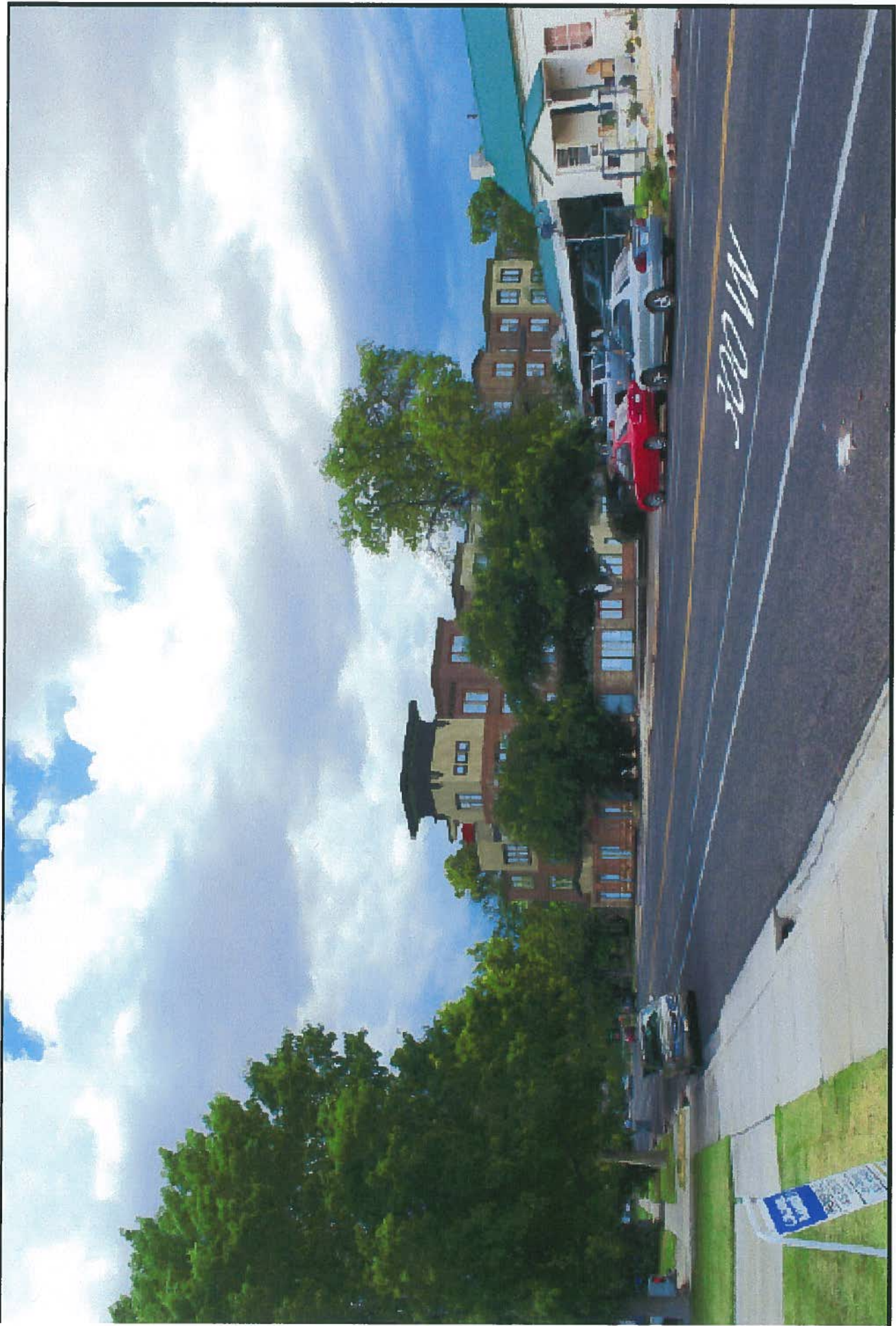




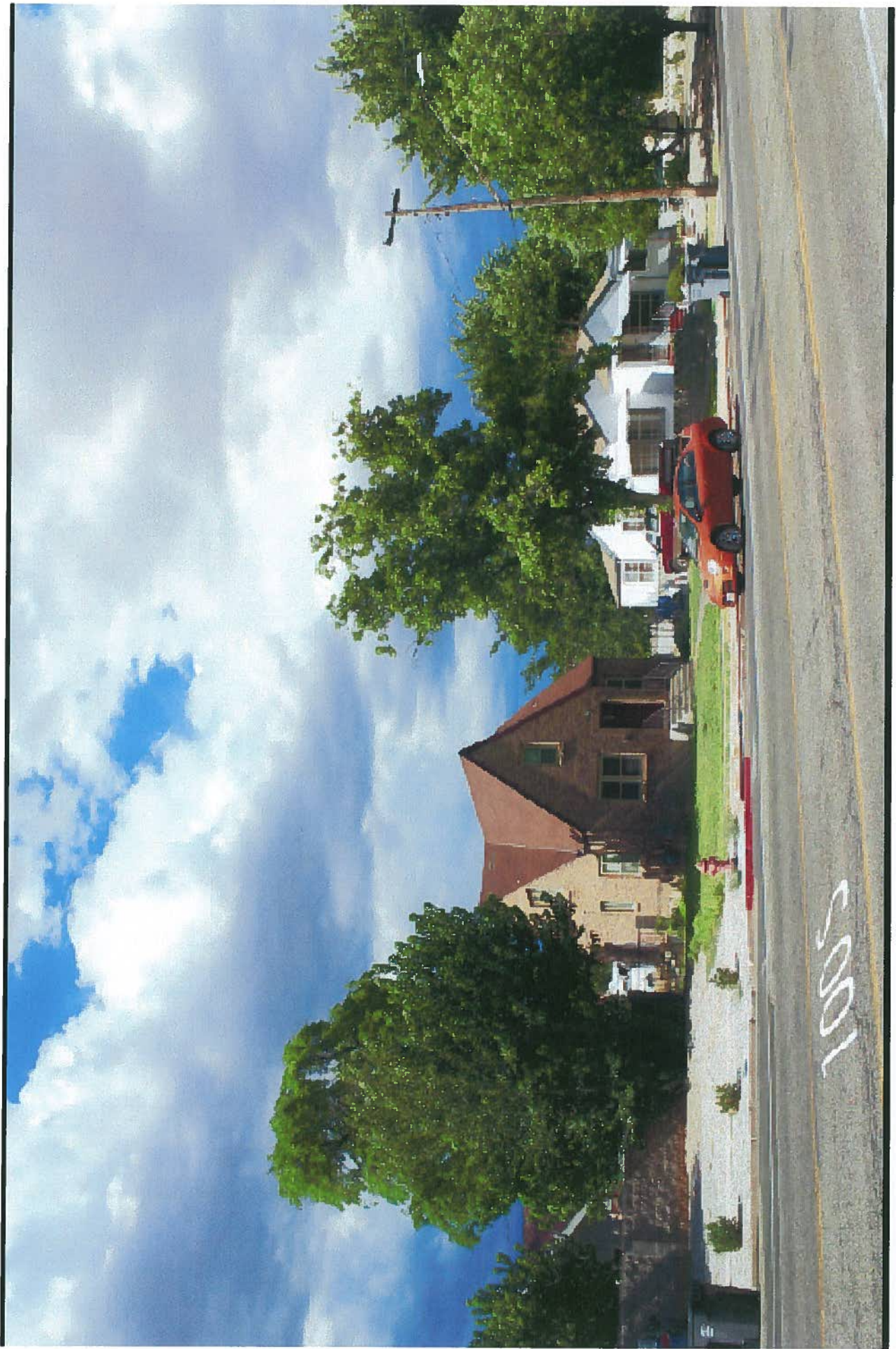




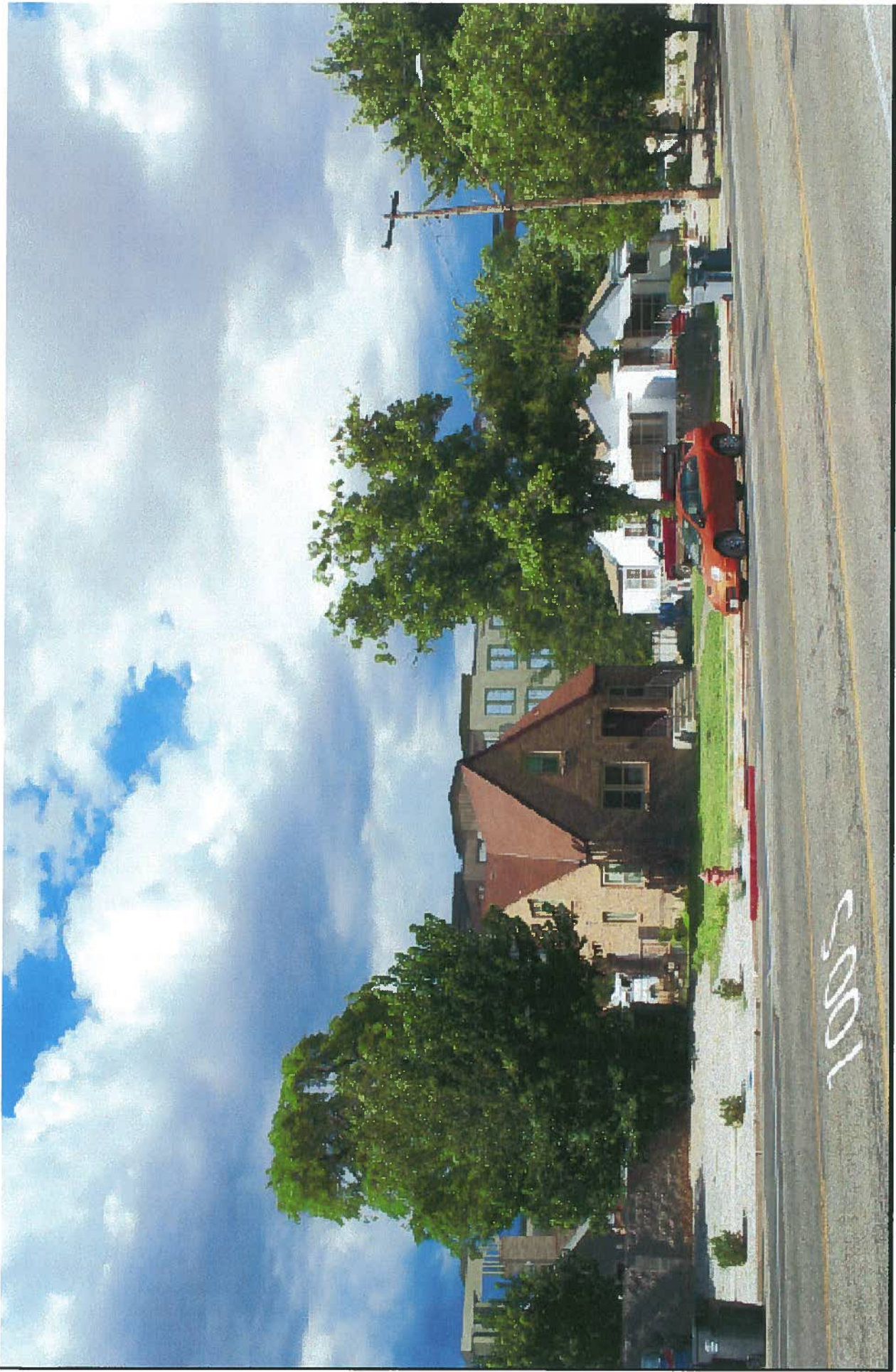








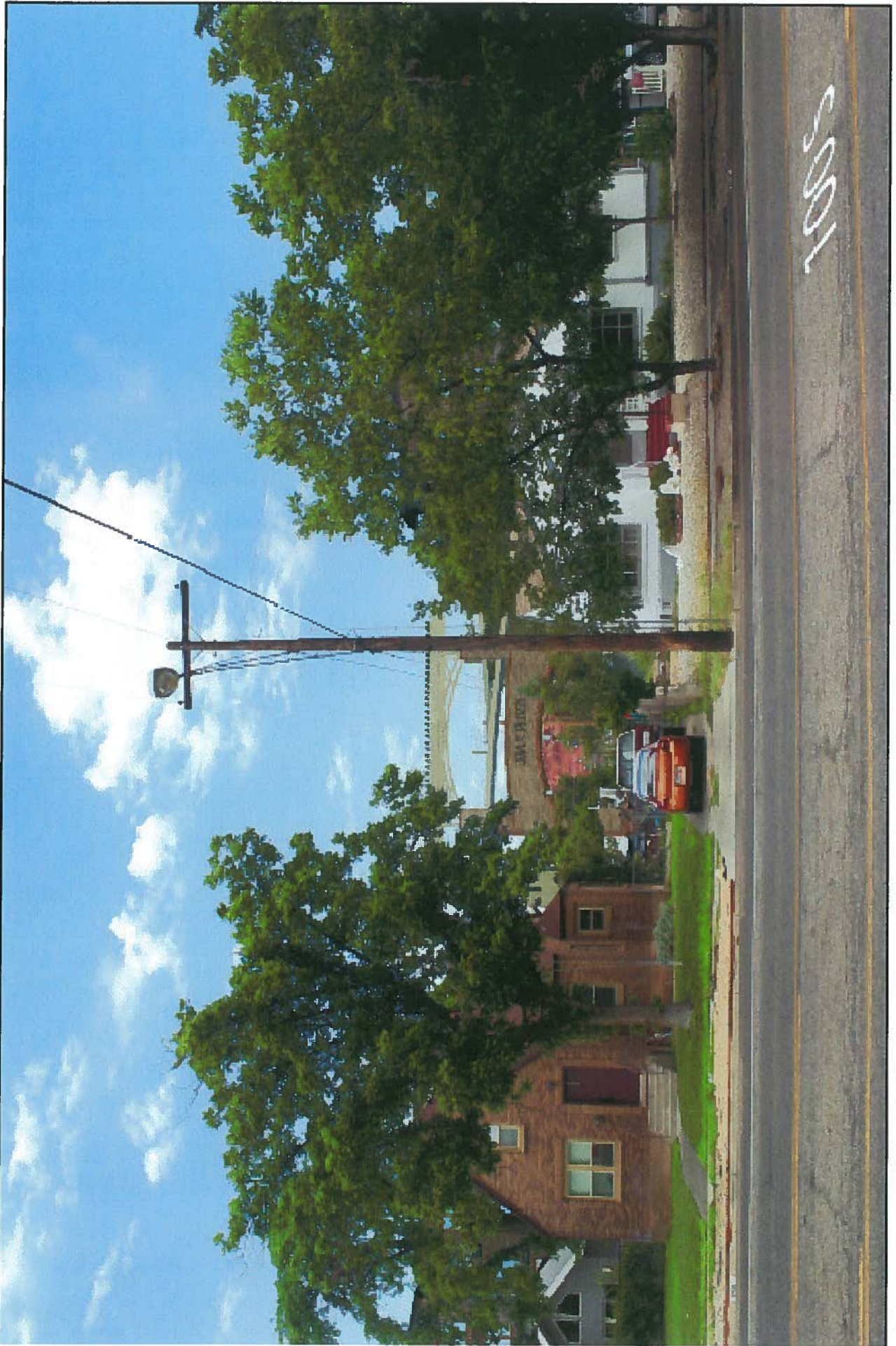












June 30, 2014

Bob Nicholson  
City Planner  
St. George City

Re: Joule Plaza Conditional Use

Dear Bob,

Attached with this letter you will find the documents required for the submittal of the Joule Plaza Downtown Project requesting a Conditional Use.

The project is sited on a 3.9 ac. Parcel between Tabernacle Street & 100 South, and 2<sup>nd</sup> & 3<sup>rd</sup> West. The project comprises three separate buildings, totaling a rough combined 235,000 SF. Each building has a mixed use of space, with Building 'A' on the corner of Tabernacle & 2<sup>nd</sup> West having the majority of the commercial space. In reviewing our data on sheet AS101, you will note that the project meets the requirements set forth by the City Zoning standards for landscaping and 50% ground floor Retail/Comm. We are requesting a 1.5 parking stalls/unit for the residential and are attaching similar zoning standards from various cities as you consider that recommendation to the council.

The buildings are all built to four stories with the highest point at 54'-0". Our Residential unit total is 129 units, with (24) 1-bedroom, (94) 2-bedroom, & 11 (3) bedroom. An underground parking stall is provided for the residential units.

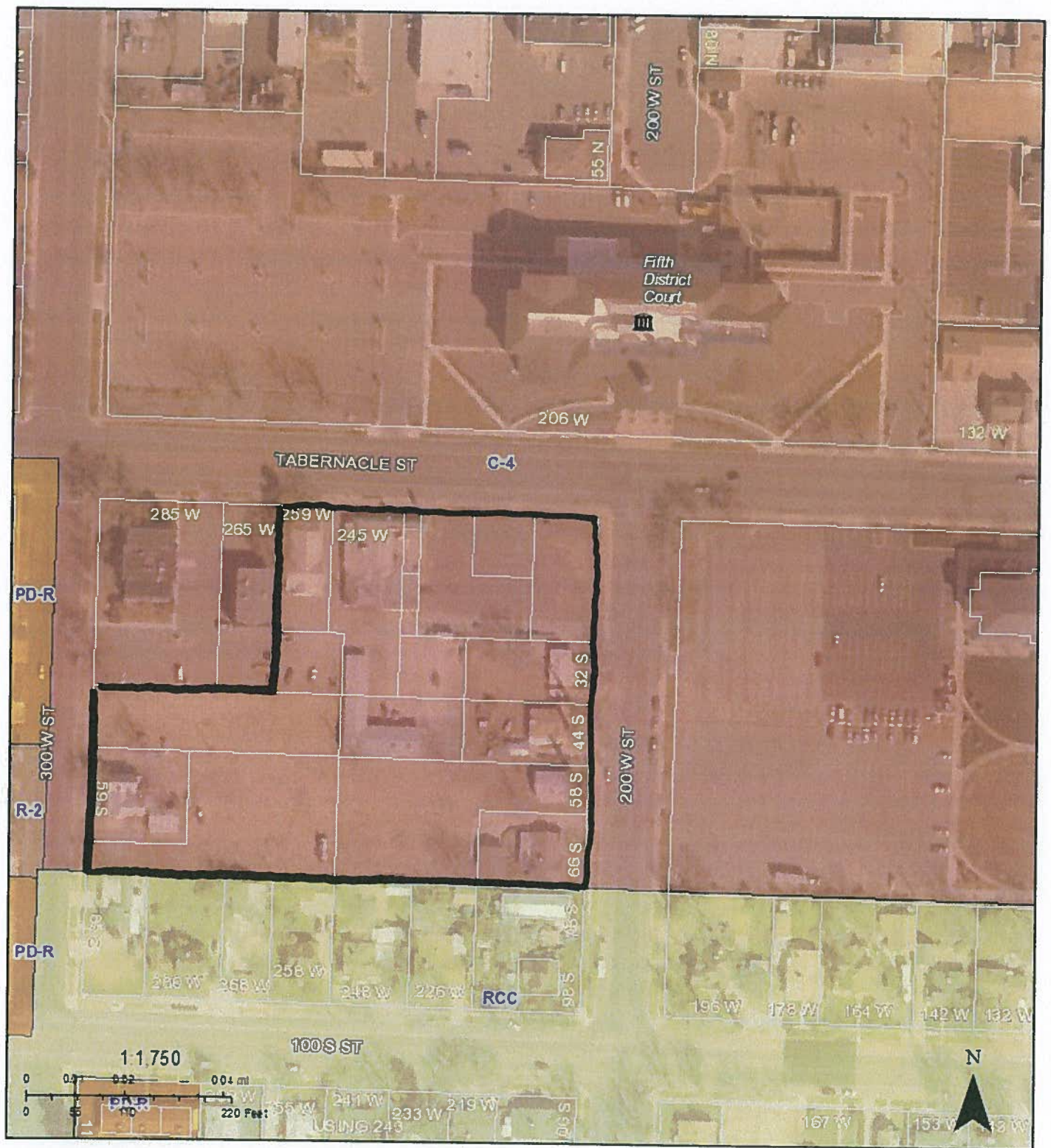
Materiality for the project is envisioned as compatible with the historic nature of the downtown area. Sandstone is proposed as an accent only, along Tabernacle & 200 West facades. A mixture of brick, stucco, & hardi-siding exterior finishes in various shades to compliment the natural colors of the area. Ninety-five percent of the roofing surfaces are proposed as a white membrane roofing material to reduce the heat island effect. Vertical landscape terraces are included to provide the tenants with semi-private outdoor spaces, away from the general public and soften the edge & transition of the buildings to the street. Additional trees and landscaping along Tabernacle & 2<sup>nd</sup> West will be implemented to not only provide shade, but to soften the edge of the transition from horizontal to vertical.

I welcome any comments you can provide as we look forward with anticipation of the approval and furthering the preparation of constructing this project.

Sincerely,

E. Benjamin Rogers, AIA, NCARB  
Senior Principal, Branch Director  
CRSA





## Tabernacle and 200 W

Made by the City of St. George GIS Department  
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

July 1, 2014

## RESIDENTIAL PARKING STANDARDS IN MIXED-USE PROJECTS

<u>City</u>	<u>Summary of Parking Standard</u>
SLC	<p>In the Downtown districts (D-1, D-2, &amp; D-4) and in the Residential Mixed-Use Districts multi-family residential <b>requires 0.5 parking spaces per dwelling unit.</b> (Section 21A.44.030 SLC code)</p> <p>Parking Reduction for Proximity to Mass Transit: Any new multi-family residential development within one-quarter mile of a fixed transit station can reduce the parking requirement by 50%. (Section 21A.44.040 SLC code)</p>
Provo	<p>Parking requirements for multi-family residential is based on the number of bedrooms in the unit. Two to three bedroom units require 2 spaces / unit, plus 0.25 spaces / unit for visitor parking, for family-type occupancy, (ie, related by blood, marriage, or adoption). (Section 14.37.060 Provo City Code)</p> <p><b>Within the Central Business District zones (DT-1 &amp; DT-2) the required number of off-street parking spaces may be reduced by 50% upon approval of the Planning Commission and completion of a parking count justification study.</b> (Section 14.37.050 Provo City Code)</p>
Orem	<p>Parking requirements vary by project and by PD zone. Mixed-Use projects are typically approved under a Planned Development (PD) zone process and each PD zone has unique development standards, including parking requirements. Two mixed-use projects have the following parking requirements;</p> <p><b>PD-23 Zone: Midtown Village, 320 South State Street area. # of d. units allowed &amp; parking required.</b> The number of dwelling units allowed is determined by dividing the non-residential parking requirement by 3. For example, if the commercial parking requirement is 200 spaces, then the base residential units would be 66 units (200 divided by 3 = 66). Each dwelling unit in the base number requires one parking space per dwelling unit. Additional dwelling units, in excess of the base, is allowed if 2 parking spaces per unit are provided. (Section 22-11-36, Orem City Zoning Code).</p> <p>Under this parking requirement (PD-23 Zone standards) Joule Plaza would require 321 total spaces rather than 288 total spaces per St. George mixed-use parking requirements, assuming a 1.5 spaces / residential unit for St. George.</p> <p><b>PD-34 Zone, University Mall area, 1300 So. State Street)</b> Section 22-11-47 Orem City Zoning Code. The parking standards for this mixed-use project includes the following uses and parking requirements;</p> <ul style="list-style-type: none"> <li>Retail area 3.6 parking spaces per 1,000 sq ft of gross floor area (gfa)</li> <li>Office or non-retail area 2.4 parking spaces per 1,000 sq ft of gfa</li> <li>Residential (multi-family) 1.49 parking spaces per dwelling unit</li> </ul>
Ogden	<p>Multi-family residential, 2 spaces per dwelling unit, except in the CBD, then 1.5 parking spaces per dwelling unit. (Section 15-12-3 Ogden City Zoning Code)</p>

A parking reduction of 10% allowed if mixed parking demand exists, ie, peak demand hours vary by use.

In a Downtown mixed-use project each dwelling unit shall have at least one parking space per dwelling unit. ( Section 15-39-4 Ogden City Zoning Code)

Sandy

The parking requirement for multi-family residential varies by the number of bedrooms per unit, as follows;

1 bedroom 1.5 parking spaces per unit

2 bedrooms 2.0 "" "" "" ""

3+ bedrooms 2.5 parking spaces per unit

Plus 0.25 parking spaces / unit for visitor parking

The Planning Commission may reduce the parking requirement where justified.  
(section 15A-24-08 Sandy City Zoning Code)

# SLC

(Salt Lake City - Off Street Parking Requirements)



SLC

## G. Minimum Off Street Parking Requirements:

1. Applicability: Unless otherwise regulated in the special provisions in subsection G2 of this section, each principal building or use shall provided the minimum number of parking spaces as outlined in table [21A.44.030](#) of this section:

TABLE 21A.44.030  
 SCHEDULE OF MINIMUM  
 OFF STREET PARKING REQUIREMENTS

Residential:	
Bed and breakfast establishment	1 parking space per room
Congregate care facility	1 parking space for each living unit containing 2 or more bedrooms  $\frac{3}{4}$ parking space for each 1 bedroom living unit
Eleemosynary facility	1 parking space for each family, plus 1 parking space for every 4 individual bedrooms, plus 1 parking space for every 2 support staff present during the busiest shift
Fraternity, sorority or dormitory	1 parking space for each 2 residents, plus 1 parking space for each 3 full time employees. Note: The specific college or university may impose additional parking requirements
Group home	2 parking spaces per home and 1 parking space for every 2 support staff present during the busiest shift
Hotel or motel	1 parking space for each 2 separate rooms, plus 1 space for each dwelling unit
Multiple-family dwellings <sup>1</sup> <i>(see next page)</i>	2 parking spaces for each dwelling unit containing 2 or more bedrooms  1 parking space for 1 bedroom and efficiency dwelling  $\frac{1}{2}$ parking space for single room occupancy dwellings (600 square foot maximum)
Rooming house	1 parking space for each 2 persons for whom rooming accommodations are provided



SLC

General office	3 spaces per 1,000 square feet of usable floor area for the main floor plus $1\frac{1}{4}$ spaces per 1,000 square feet of usable floor area for each additional level, including the basement
Laboratory	2 spaces per 1,000 square feet of usable floor area for the first 10,000 square feet plus $\frac{1}{2}$ space per 2,000 square feet for the remaining space. Office area parking requirements shall be calculated separately based on office parking rates
Medical/dental offices	5 spaces per 1,000 square feet of usable floor area
Miscellaneous:	
Kennels or public stables	1 space per 2 employees
All other uses	3 spaces per 1,000 square feet of usable floor area

**Notes:**

1. Minimum parking requirements for affordable housing and senior housing: Buildings that have 10 or more residential units with at least 25 percent of the units as either affordable or senior housing shall be allowed to have a minimum of  $\frac{1}{2}$  of a parking space provided for each dwelling unit.

2. For specific parking requirements for accessory dwelling units, see section [21A.40.200](#) of this title.

**2. D-1, D-2 And D-4 Districts:**

*Downtown Districts*

- a. **Nonresidential uses:** No parking is required for the first twenty five thousand (25,000) square feet of usable floor area. One parking space shall be required for each one thousand (1,000) square feet of usable floor area beyond the first twenty five thousand (25,000) square feet.
- b. **Single-family attached dwellings and single-family detached dwellings:** One parking space shall be required for each dwelling.
- c. **Two-family dwellings and twin home dwellings:** One parking space for each dwelling unit.
- d. **All other residential uses:** One-half ( $\frac{1}{2}$ ) parking space shall be required for each dwelling unit.

**3. D-3 And G-MU Districts:**

- a. **Nonresidential uses:** No parking is required for the first ten thousand (10,000) square feet of usable floor area. One parking space shall be required for each one

thousand (1,000) square feet of usable floor area beyond the first ten thousand (10,000) square feet.

- b. Single-family attached dwellings and single-family detached dwellings: One parking space shall be required for each dwelling.
- c. Two-family dwellings and twin home dwellings: One parking space for each dwelling unit.
- d. All other residential uses: One-half ( $\frac{1}{2}$ ) parking space shall be required for each dwelling unit.

#### 4. TSA District:

- a. There are no minimum off street parking requirements in the core area as identified in section 21A.26.078 of this title.
- b. The minimum off street parking requirement in a transition area as identified in section 21A.26.078 of this title shall be equal to fifty percent (50%) of the requirement in table 21A.44.030 of this section.

5. R-MU, R-MU-35, R-MU-45 And MU Districts: For single- and two-family residential uses in the R-MU, R-MU-35, R-MU-45 and MU districts, one parking space shall be required for each unit. For multiple-family residential uses, one-half ( $\frac{1}{2}$ ) parking space shall be provided for each dwelling unit.

MU = MIXED-USE DISTRICTS

- 6. SR-3 District: For single-family attached dwellings and single-family detached dwellings, one parking space for each dwelling unit.
- 7. CN And CB Districts: For residential uses in the CN and CB districts, not less than one parking space shall be provided for each dwelling unit. For any buildings with two (2) or more types of uses, only one-half ( $\frac{1}{2}$ ) parking space shall be required for each dwelling unit.

#### H. Maximum Off Street Parking Requirements:

- 1. Applicability: The following maximum parking requirements shall apply to all uses regardless of the zone in which they are found, except single-family and two-family residential uses, which are limited to a maximum of four (4) outdoor off street parking spaces, including parking for recreational vehicles.
- 2. All Zoning Districts: For all uses in districts other than the downtown districts, the G-MU district, and the TSA district, the maximum allowable number of parking spaces shall be one hundred twenty five percent (125%) of the required minimum as specified in subsection G of this section.
- 3. D-1, D-2 And D-4 Districts:
  - a. Nonresidential Uses: For the first twenty five thousand (25,000) square feet of usable floor area, the maximum number of allowable parking spaces shall not

- d. Off site parking facilities shall be under the same ownership or leasehold interest as the lot occupied by the building or use to which the parking facilities are accessory. Private possession of off street parking facilities may be either by deed or by long term lease. The deed or lease shall require the owner and/or heirs, successors or assigns to maintain the required number of parking facilities through contract for the duration of five (5) years. The city shall be notified when the contract is terminated. If for any reason the lease is terminated during the five (5) year minimum contractual period, the lessee shall either replace the parking being lost through the terminated lease, or obtain approval for alternative parking requirements. Pursuant to obtaining a building permit or conditional use approval, documentation of the off site parking facility shall be recorded against both the principal use property and the property to be used for off site parking.
6. On Street Parking: In all zoning districts other than single- or two-family residential districts, credit for on street parking shall be allowed to satisfy some or all off street parking required in section 21A.44.030 of this chapter. For single- and two-family uses, regardless of the underlying zoning district, on street parking cannot be used to satisfy required off street parking. On street parking cannot be used to satisfy ADA required parking. Such credit shall require site plan review approval and shall meet the following requirements:
- a. Parking must be permitted without time restrictions along the streets to be used;
  - b. All on street parking facilities shall be designed in conformance with the standards established by the city transportation director;
  - c. Prior to approving any requests for on street parking, the zoning administrator, in consultation with the city transportation director, shall determine that the proposed on street parking will not materially adversely impact traffic movements and related public street functions; and
  - d. Credit for on street parking shall be limited to the number of spaces provided along the street frontage adjacent to the use.
7. Parking Exemptions For Proximity To Mass Transit: For any new multi-family residential, commercial, office or industrial development within one-fourth ( $\frac{1}{4}$ ) mile of a fixed transit station, the minimum number of parking spaces required according to section 21A.44.030 of this chapter can be reduced by fifty percent (50%).
8. Parking Exemptions For Pedestrian Friendly Development:
- a. Applicability: Any business located in the CB, CN, RB, MU, R-MU, R-MU-35 and R-MU-45 zoning districts and classified in section 21A.44.030, table 21A.44.030 of this chapter as "recreational, cultural or entertainment" or as "retail goods and services" may be granted a partial exemption from the off street parking requirements to the extent authorized below and provided the requirements of this subsection are met.
  - b. Pedestrian Friendly Amenities: For any business that has pedestrian friendly amenities, such as bike racks, baby buggy parking areas, benches or other similar pedestrian oriented amenities, which are located within one hundred feet (100') of the entrance to the business, either on public or private property, the first two

# PROVO

(Salt Lake City - Off Street Parking Requirements)



PROVO

must be devoted to parking for commercial, industrial, or public facility uses. Accordingly, the purpose of this Section is to allow flexibility in off-street parking requirements for commercial, industrial or public facility uses based on the standards set forth herein. This Section shall not be used to reduce parking requirements for residential uses.

Section 14.37.050

(2) Reduction of Off-street Parking in Central Business District. The Municipal Council finds that the special character and needs of the Central Business District of the city require special requirements for off-street parking in that district. Within the Central Business District zone, the number of off-street parking spaces otherwise required by this Chapter may be reduced by fifty percent (50%) upon approval by the Planning Commission subject to the standards set forth in this Section. The Central Business District is the area within the following boundaries: Commencing at the intersection of 500 West Street and 100 South Street; thence East to the intersection of University Avenue and 100 South Street; thence North to the intersection of University Avenue and Center Street; thence East to the intersection of Center Street and 100 East Street; thence North to the intersection of 100 East Street and 100 North Street; thence West to the intersection of 100 North Street and University Avenue; thence North to the intersection of 200 North Street and University Avenue; thence West to the intersection of 300 West Street and 200 North Street; thence South to the intersection of 100 North Street and 300 West Street; thence West to the intersection of 100 North Street and 500 West Street; thence South to the point of beginning.

CBD  
50%  
reduction  
upon PC  
approval

(3) Reduction in Off-street Parking Based on Parking Count Justification Study.

(a) Subject to the requirements of this Subsection and Section 14.02.040, Provo City Code, the Planning Commission may issue a conditional use permit to reduce off-street parking required under Section 14.37.060, Provo City Code, for any use located on a lot within a commercial, industrial, or public facility zoning district.

(b) In addition to the application materials required for a conditional use permit, an applicant shall submit a parking count justification study prepared by a transportation planner, traffic consultant, licensed engineer, or architect. Such study shall include the following information:

(i) Calculation of the number of off-street parking spaces required by Chapter 14.37, Provo City Code for the use proposed.

(ii) Total square footage of all uses within existing and proposed development and the square footage devoted to each type of use therein.

(iii) A reasonable conversion of gross floor area to net available floor area within existing and proposed development that accounts for such factors as wall thickness, corridors, and other portions of the development that do not generate parking demand.

(iv) A copy of the lot or business owner's plans to operate a transportation demand management program that provides incentives for employee use of transportation modes other than single occupancy vehicles.

(v) Trip generation rates expected for the uses within the existing and proposed development.

**MULTIPLE RESIDENTIAL** - Except as provided below, for all multiple-family and apartment dwellings located on a collector, arterial or local street where daily traffic volumes exceed two thousand (2,000) trips per day, the visitor parking requirements shall be one-half (0.5) visitor parking space per dwelling unit. All multiple-family dwellings, apartments and/or condominiums within R4 and R5 zones, regardless of occupancy, shall conform to Multiple Residential and Baching Singles parking requirements.

guest parking  
• 5 spaces/unit

#### Multiple-Family and Apartment

##### 1 bedroom

Minimum of one and one-half (1.5) spaces per unit for family occupancy, and one and three-quarters (1.75) spaces per unit plus one-quarter (0.25) space per unit visitor parking for all other occupancies, or one (1) space per vehicle or recreational vehicle owned or operated by a resident, whichever is greater.

1.5 → 2.0  
spaces/unit

#### Multiple-Family and Apartment

##### 2 bedroom

Minimum of two (2) spaces per unit, plus one-quarter (0.25) space per unit visitor parking for family occupancy and three (3) spaces per unit plus one-quarter (0.25) space per unit visitor parking for all other occupancies, or one (1) space per vehicle or recreational vehicle owned or operated by a resident, whichever is greater.

2 spaces/unit  
+ 0.25/unit  
for visitor per

Note: In CBD,  
Planning Commission may  
reduce parking  
requirement by 50%.  
(see previous page)



# OREM

(Salt Lake City - Off Street Parking Requirements)

OREM

PARKING  
(By PD Zones)  
City of Orem

when the apartment is designated in a plat/site plan that is approved prior to completion of original construction and the issuance of a certificate of occupancy for the unit in which it is located. An accessory apartment may not be added to a townhouse after the first certificate of occupancy is issued for that unit.

3. **Owner Occupancy Required.** An accessory apartment shall be allowed only in owner-occupied townhouses as the term "owner-occupied" is defined in section 22-6-9(I)(1).

4. **Number of Units.** No more than one (1) accessory apartment shall be allowed in a townhouse.

5. **Parking.** An accessory apartment shall be treated as an additional unit for purposes of calculating the number of parking stalls required in the development.

6. **Size.** An accessory apartment shall be at least 300 square feet in size and no larger than 900 square feet.

7. **Building entrance.** A separate entrance to the accessory apartment shall not be allowed on the front facade of the unit in which it is located. The entrance to the accessory apartment shall be located on the side of the unit in which it is located.

8. **Compliance with Building Code.** All construction shall comply with all building code requirements in effect at the time of construction.

9. **Utility Meters.** A townhouse with an accessory apartment shall have no more than two (2) meters for each water, gas, and electricity utility service and each meter shall be in the property owner's name.

10. **Permit.** Any person constructing or causing the construction of a townhouse that has an accessory apartment must obtain an accessory apartment permit from the Development Services Department and shall comply with the requirements of section 22-6-9(I)(8)(a-c).

(Ord. No. O-2012-0034, Enacted, 12/18/2012;

#### 22-11-36. PD-23 Zone, Midtown Village, 320 South State.

A. **Purposes.** The purpose of the PD-23 zone is as follows:

1. To promote the redevelopment and beautification of properties in the vicinity of 320 South State Street by encouraging the conversion of blighted and unsightly areas into new developments consisting of an integrated mix of commercial and residential uses.

2. To allow residential units to be located in commercial zones while maintaining the street-level commercial character.

3. To allow for the creation of a new housing alternative that will provide individuals with the opportunity to live in proximity to places they work and shop by creating a more walkable community, which has the potential of reducing the number of vehicular trips per person.

4. To allow vertical construction above the height permitted in the C2 zone in areas in which the additional height would not have a detrimental impact on surrounding properties.

(Ord. No. O-02-0047, Enacted, 11/26/2002)

B. **Locations.** The PD-23 zone may only be applied to parcels that are at least three (3) acres in size, have at least 300 feet of frontage on State Street, and are between 250 South and 400 South and between State Street and Orem Boulevard. The PD-23 zone may be applied to parcels less than three (3) acres in size if the parcel is adjacent to an existing PD-23 zone and may be seamlessly incorporated into the existing development.

(Ord. No. O-04-0036, Enacted, 7/27/2004; Ord. No. O-04-0049, Amended, 12/14/2004)

#### C. Uses.

1. **Commercial Use of Ground Levels.** The ground level floor space of all buildings in the PD-23 zone shall be used exclusively for retail uses except ground level floor space facing Orem Boulevard may also have office uses. The office or retail use must be either a permitted or conditional use in the C2 zone. Floor space area above the ground level may be used for any use allowed in the C2 zone and/or residential uses as provided in subsection (C)(2) below.

2. **Residential Uses.** Any personal residential use identified as an 1100 Series Standard Land Use Code listed in Appendix A of the City Code shall be permitted on the floors above the ground level in the PD-23 zone. The number of residential units allowed shall be limited by the number of parking stalls provided. The base residential density shall be equal to the number of parking stalls provided for nonresidential uses divided by three. For example, if 200 parking stalls were required for nonresidential floor space, the base residential density would be sixty-six (66) units. Additional residential units in excess of the base residential density shall be allowed provided that two (2) parking stalls are provided for each residential unit in excess of the base residential density. Additional parking requirements are outlined in Section 22-11-36(F)(10).

(Ord. No. O-02-0047, Enacted, 11/26/2002)

D. **Concept Plan.** The concept plan included herein as Appendix "R," and incorporated herein by reference, designates in general terms the proportions,

max #  
of d.u.  
non-resic  
parking  
3 = # of  
resid uni

OREM

82-11-36

§22-11-36

(PD-23 zone)

a. The degree to which the proposed finishing materials are durable and have low maintenance characteristics;

b. The degree to which the proposed finishing materials are consistent with the overall design goals;

c. The location of the proposed finishing materials on the building;

d. The degree to which a particular finishing material may be shielded by landscaping or some other feature; and

e. The visibility of the site from public streets and neighboring uses.

#### 7. Streets.

a. Design. All streets within the interior of a development in the PD-23 zone shall be designated private on the concept plan. Streets shall be designed and built according to the concept plan. Elevated walkways may cross the streets.

b. Width. All streets shall be constructed with at least two travel lanes with each travel lane being a minimum of ten (10) feet in width exclusive of areas available for parking.

c. Landscaping. Landscaped islands are allowed in all interior streets. They shall be designed, maintained and located to allow safe traffic flow.

d. Sidewalks and outdoor café areas. Sidewalks shall be constructed on both sides of all streets. Sidewalks adjacent to State Street shall have a minimum width of twelve (12) feet and a maximum width of twenty (20) feet. Sidewalks may be larger than twenty (20) feet when designed for outdoor activities and/or outdoor seating. All other sidewalks shall be at least four (4) feet in width. Sidewalks along Orem Boulevard shall have a combination of a sidewalk at least four (4) feet in width and a landscape strip at least eight (8) feet in width.

e. Streetscape features. Any development in the PD-23 zone shall incorporate streetscape features in the sidewalk area adjacent to all streets. At least one streetscape feature shall be installed and maintained every thirty (30) lineal feet along all sidewalk areas. Acceptable streetscape features include trees, planters, benches, drinking fountains, decorative garbage cans, outdoor clocks and water features. As part of the streetscape requirement set forth above, at least one tree shall be planted and maintained every sixty lineal feet (60') of sidewalk.

(F.)

8. **Public transportation.** The developer of property in the PD-23 zone shall design the project to encourage the use of public transportation. The developer shall work with UDOT, the City and any other appropriate entities to facilitate the use of public transportation by the occupants of the development and shall include facilities such as a public transportation shelter in the overall design of any project in the PD-23 zone.

9. **Pedestrian and bicycle circulation.** All development in the PD-23 zone shall be designed to encourage pedestrian and bicycle circulation. Pedestrian and bicycle access shall be provided to trail systems where applicable.

#### 10. Parking.

for PD-23 zone

a. Four parking stalls shall be provided for every one thousand (1000) square feet of gross leaseable floor area of nonresidential use. The number of parking stalls required for residential units shall be determined as follows: One (1) parking stall shall be required for each residential unit included within the base residential density (as defined in 22-12-5(C)(2)). Two (2) parking stalls shall be required for each residential unit in excess of the base residential density.

4/100  
for Com

b. Parking stalls located in front of commercial uses shall be reserved exclusively for commercial use during business hours.

c. The above outlined parking requirements shall be met for each phase of the development through underground, ground level and above ground structured parking.

d. Angled and parallel parking may be provided on all interior streets.

#### 11. General Landscaping Requirements.

a. All land within the PD-23 zone not covered by buildings, streets, driveways, sidewalks, plazas, courtyards, structures, recreation facilities, parks and parking areas shall be permanently landscaped with plants, shrubs, trees, grass, and similar landscaping materials and shall be maintained in accordance with good landscaping practices. All landscaping shall have a permanent, working, underground sprinkling system.

b. Deciduous trees at least two (2) inches in caliper measured six inches above ground level, and evergreen trees at least five (5) feet in height, are required at a ratio of one deciduous and one evergreen per every three thousand (3,000) square feet of landscaped area. Evergreen shrubs at least five (5) gallons



PD-34 zone  
(OREM)

§22-11-47

acceptable, the Planning Commission shall consider the following factors:

- a. The visibility of the site from public streets and neighboring residential uses.
- b. The degree to which the proposed finishing materials are compatible with the appearance of neighboring residential uses.
- c. The location of the proposed finishing materials on the building.
- d. The degree to which a particular finishing material may be shielded by landscaping or some other feature.
- e. The degree to which the proposed finishing materials are durable and have low maintenance characteristics.
- f. The extent to which a proposed finishing material is compatible with the style and quality of buildings shown in the concept plan.

19. Recreational Vehicles (RV) Storage. The storage of Recreational Vehicles (RV's) shall not be permitted within the PD-33 zone.

(Ord. No. O-2013-0002, Enacted 1/22/2013)

**H. Occupancy of Residential Units.** A residential unit in the PD-33 zone may be occupied by one single family as defined in Section 22-2-1 or by up to, but no more than four unrelated individuals. However, the number of occupants in a dwelling shall not exceed the number of bedrooms in that dwelling.

(Ord. No. O-2013-0030, Enacted 11/13/2013)

**22-11-47. PD-34 zone (University Place – 1300 South State Street)**

**A. Purpose.** The purpose of the PD-34 zone is to allow development of a regional shopping center and mixed use development. The PD-34 zone is designed to be applied only to a parcel of property located at approximately 1300 South State Street as shown in Appendix "BB." The PD-34 zone may only be applied to areas of 100 acres or more.

(Ord. No. O-2013-0033, Enacted 12/11/2013)

**B. Concept Plan.** Property in the PD-34 zone shall be developed in conformance with Appendix "BB" of the Orem City Code which is incorporated herein by reference and made a part hereof. The owner/developer shall have flexibility as to the size and location of buildings provided that the requirements of this Section 22-11-47 are met.

(Ord. No. O-2013-0033, Enacted 12/11/2013)

**C. Permitted Uses.** The following shall be permitted uses in the PD-34 zone:

Standard Land Use Code

0302  
0600

1112  
1113  
1120  
1150

1231  
1282  
1290  
1510  
2124  
2160

2430

2435

3199

4110

4211

4291

4600

4601

4602

4741

4751

5132

5194

5197

5220

5260

5310

5320

5330

5340

5350

5391

5393

5394

5410

5420

5440

5520

5530

5591

5600

5730

5810

5811

5812

Category

Christmas Tree Sales  
Trailers/Containers for Recyclable Materials  
Condominiums  
Townhouses  
Apartments  
Live-Work Units (defined as a structure designed to have both work space and living space)  
Rooming & Boarding Houses  
Assisted Living Facilities  
Senior Independent Living Facility  
Hotels, Tourist Courts & Motels  
Ice Cream and Frozen Desserts  
Candy & Other Confectionery Products  
Handmade cabinetry, furniture and fixture manufacturing  
Craftsman industrial arts  
Handmade stone, clay & glass products  
Intermodal  
Bus Passenger Terminals  
Taxicab Transportation  
All Auto Parking Facilities, NEC  
Surface Parking Lots  
Parking Structures  
Television Broadcasting Studios (Only)  
Radio & Television Broadcasting Studios, Only (Combo Systems)  
Apparel & Accessories  
Tobacco & Tobacco Products  
Furniture & Home Furnishings  
Building Materials, Equipment Supplies & Hardware (Indoor Only)  
Home Improvement Centers  
Department Stores  
Mail Order Houses  
Limited Price Variety Stores  
Merchandise Vending Machine Operators  
Direct Selling Organizations  
Dry Goods & General Merchandise  
Arts, Crafts & Hobbies  
Musical Instruments  
Groceries &/or Food  
Farmers Market  
Candy & Other Confectionery Products  
Tires, Batteries & Accessories  
Gasoline Service Station With or Without Store  
Marine Craft & Accessories  
Clothing, Apparel, & Accessories  
Music Supplies  
Restaurants  
Fast Food  
Mobile Food Vendors

OREM  
PD-34 zone22-11-47.  
§22-11-48  
Univ. Mall area

one thousand (1000) square feet of gross leaseable area (as defined in Section 22-15-2) of retail space.

b. Office and other nonretail commercial space. Two and four tenths (2.4) parking stalls shall be provided for every one thousand (1000) square feet of gross leaseable floor area of office space and other nonretail commercial space.

c. Residential. One and forty-nine hundredths (1.49) parking stalls shall be provided for each residential dwelling unit.

d. Hotels and Houses of Worship. Notwithstanding anything herein to the contrary, one stall per room shall be required for hotels and one stall shall be required for every four fixed seats for a house of worship (churches, synagogues, mosques, etc.).

e. Senior Independent Living Facility. One parking stall shall be provided per dwelling unit.

2. Parking for Each Phase. The parking requirements shall be met for each phase of construction.

3. Paving. All parking spaces, parking areas and driveways shall be paved with asphalt and/or concrete and shall be designed to allow for proper drainage.

4. Parking Access. No parking stall shall directly access a dedicated street, but shall access the street from a drive aisle.

5. Parking Design Standards. The parking design standards set forth in subsection 22-15-3(E) of the Orem City Code shall apply to the PD-34 zone.

6. Pedestrian Access. At least one pedestrian pathway extending from the public right-of-way across any required landscaping to the parking lot or sidewalk shall be installed for every six hundred feet of street frontage and from any mass transit stop.

7. Bicycle Parking. At least thirty (30) bicycle parking stalls shall be provided for the main (largest) building in the PD-34 zone. For all other buildings, bicycle parking stalls shall be provided with each site plan at a rate of at least two percent (2%) of the number of required automobile parking spaces required. However, the number of bicycle parking spaces required shall not be less than three (3) or more than ten (10) spaces per building (other than the main building). The Director of Development Services may reduce or waive the bicycle parking requirement for developments that, in the opinion of the Director of Development Services, are not likely to attract

bicycle traffic because of the nature, location or other circumstances associated with the development. Developments that are not likely to attract bicycle traffic include, but are not limited to, a car wash and personal storage units.

8. Bicycle Parking Facilities. Bicycle facilities, including either lockers or racks, shall be provided in all areas in which required bicycle parking spaces are provided. Required bicycle facilities shall:

a. Provide for storage and locking of bicycles, either in lockers, medium-security racks or equivalent facilities in which the user may lock both the bicycle frame and the wheels;

b. Be located on a raised island no less than six inches (6") in height, or within an area sufficiently protected from vehicular traffic;

c. Be designed so as not to cause damage to the bicycle;

d. Facilitate easy locking without interference from or to adjacent bicycles;

e. Consist of racks or lockers anchored so that they cannot be easily removed and of solid construction, resistant to rust, corrosion, hammers, and saws;

f. Be consistent with their environment in color and design and be incorporated whenever possible into building or street furniture design; and

g. Be located in convenient, highly visible, active, well-lighted areas, but not interfere with pedestrian movements.

9. Aesthetic Enhancement of Parking Structures. In order to improve the aesthetic appearance of parking structures that are most visible from public streets, the side of any parking structure that faces a public street shall be enhanced by using one or more of the following techniques or practices: building liners, screen signs, artistic facades, trees and landscaping, and other methods illustrated in Appendix BB.  
(Ord. No. O-2013-0033, Enacted 12/11/2013)

#### 22-11-48. PD-35 zone (Windsor Court, 320 West 1360 North)

A. **Purpose.** The purpose of the PD-35 zone is to provide a planned development of twin homes. The PD-35 zone is designed to be applied only to a parcel of property located at approximately 320 West 1360 North as shown in Appendix "CC."  
(Ord. No. O-2013-0014, Enacted 05/28/2013)

B. **Concept Plan.** Property in the PD-35 zone shall be developed in substantial conformance with the



# OGDEN

(Salt Lake City - Off Street Parking Requirements)

**15-12-3: NUMBER OF PARKING SPACES REQUIRED:**

A. Requirements: All uses shall provide the number of off street parking spaces listed below. Buildings with more than one use shall provide parking required for each use.

Use		Number Of Spaces Required
Dwelling units:		
	Single-family	2 side by side parking spaces. If more than 2 domestic staff are employed on a regular basis on the premises of a dwelling or other residential facility, 1 additional parking stall is required for each staff person over 2. If such domestic staff are employed on a shift basis, and no more than 2 staff persons are at the residence during any 1 shift, then no additional parking shall be required
	2 to 4 units	2 side by side parking spaces for each dwelling unit
	More than 4 units	2 stalls per unit except in the CBD then 1.5 stalls per unit
	Multiple-unit housing for seniors	1 space per unit for the first 30 units, 0.75 space per elderly unit for the next 20 units, and 0.5 space per unit for each unit in excess of 50 in the development
Group living:		
	Assisted living facility	1 stall per 3 bed capacity
	Bed and breakfast	2 stalls for dwelling, plus 1 stall per guestroom
	Boarding house	0.75 stall per person to whom a room is rented
	Nursing homes	1 stall per 2.5 bed capacity
	Protective housing facility	1 stall per 500 square feet of building
	Rehabilitation treatment facility	1 stall per 400 square feet of floor area
	Retirement home	1 space per unit for the first 30 units, 0.75 space per elderly unit for the next 20 units,

- a. **Downtown area:** The parking requirements for the land uses shall be based on the requirements of section 15-12-3 of this title and these shall be considered as maximum parking requirements. Shared parking reductions according to section 15-12-7 of this title are encouraged with the exception of shared parking for residential dwelling units. A minimum of one stall per dwelling unit is required. Unless a different standard is adopted in an architectural design book, residential parking shall be designed into the dwelling unit if the design is townhomes, detached dwellings or row houses. Multi-story apartments or condos are encouraged to design the parking into the building as much as possible. Exceptions to reduce the residential parking requirement below the minimum requirement through means such as shared vehicles, mass transit system connections or other means can be considered. Nonresidential parking may also consider parking on the public street as meeting the development's parking requirement.
- b. **Redevelopment districts outside downtown area:** The parking requirements for the land uses shall be based on the requirements of section 15-12-3 of this title and these shall be considered as the maximum parking requirements. Shared parking reductions according to section 15-12-7 of this title are encouraged with the exception of shared parking for residential dwelling units. A minimum of one and one-half ( $1\frac{1}{2}$ ) stalls per dwelling unit is required. Unless a different standard is adopted in an architectural design book, residential parking shall be designed into the dwelling unit if the design is townhomes, detached dwellings or row houses. Multi-story apartments or condos are encouraged to design the parking into the building as much as possible. Exceptions to reduce the residential parking requirement below the minimum requirement through means such as shared vehicles, mass transit system connections or other means can be considered.
3. **Building Design:**
- a. Multilevel mixed use buildings are encouraged to promote architectural quality in building design that a mixed use development needs. Visual interest is an important requirement in the building designs. Visual interest is created by, but not limited to, the following features:
- (1) The building design has a visually distinct base, body and cap. These are generally achieved by means of the ground level being the base, the body being the middle portion of the building and the cap being the cornice.
  - (2) Upper story elements (balconies, windows, terraces) that overlook the street, plaza, and other pedestrian walkways.
  - (3) The perceived height and bulk of the building is relieved by variation in massing and articulation of facades to reduce the visual length of long walls. Variation of rooflines may also be used to reduce the apparent size of mixed use buildings and provide visual interest.
  - (4) Building heights vary in the development to create visual relief and the building height transitions from taller buildings to lower heights to achieve compatibility with adjacent properties when the adjacent properties have a one- or two-story maximum height limitation. If the adjacent zone does not have a height limit the



# SANDY CITY

(Salt Lake City - Off Street Parking Requirements)

and safely, e.g., wider sidewalks, temporary or permanent traffic control methods, etc., and provide a timeline for the implementation of the identified methods.

- i. Include a traffic study presenting traffic counts, times and circulation patterns for a geographic area encompassing all potential off-site parking sites if required by the City Transportation Engineer. If required, the traffic study shall also present the projected impact of the event on existing traffic counts, times and circulation patterns.
- j. Identify the methods the applicant will implement, on vacant or unimproved lots, to control the dust and debris.
- k. Identify any permits or approvals necessary from other transportation agencies with jurisdiction over roads or streets affected by the temporary or permanent traffic control measures identified in criteria g, h, and i above.
- l. Specify a date by which the applicant must provide the Planning Commission with evidence of availability of off-site parking spaces, safe pedestrian routes, transportation services, measures to prevent parking in restricted areas, and measures to manage entry and exit times and volumes of pedestrians and vehicles.
- m. Indicate the time period for which the parking and access management plan will be in effect.
- n. Be updated on a yearly basis or as otherwise required by the Planning Commission after the project or event has commenced operation. The Planning Commission shall hold at least one public meeting prior to the approval of any updated parking and access management plan.

#### B. Parking Reduction/Increase.

1. In cases where parking, other than herein required, may be appropriate, the Planning Commission may increase or reduce requirements based upon actual usage of employees and customers, but in no case shall the requirements be increased or reduced by more than 25 percent.
2. At the time of site plan review, a parking plan shall be submitted showing all parking spaces, the overall circulation system, an analysis of the parking demand for the specific land uses proposed, and other justification as necessary for requesting reductions in parking space requirements.
3. Developments may be under parked upon the review and approval of the Planning Commission if justified with a walkable design that demonstrates such and/or where local multi-modal transit systems exist or are immediately planned that would help reduce the number of needed parking stalls and automobile trips.

#### C. Shared Parking.

1. **Shared Parking Proposal.** Notwithstanding any other parking requirements provided in this Chapter, when land uses occupy the same lot or adjacent lots, the total number of off-street parking spaces required for each use may be combined and shared. A proposal for sharing off-street parking shall be presented to the Director. If the proposal involves the accommodation of



H. Loading/unloading and refuse collection activities shall follow hours specifically noted in the Sandy City Noise Ordinance.

## 15A-24-07 Accessible Parking Spaces Requirements for Persons with Disabilities

- A. Accessible parking and passenger loading facilities for residential and commercial uses shall be as outlined in the International Building Code, the American National Standard (ICC/ANSI A117.1) as adopted by the State of Utah.
- B. Accessible parking spaces required by this Section may be counted towards the fulfillment of the general on-site parking requirements of this Chapter.

## 15A-24-08 Parking Space Requirements

- A. **Specific Requirement for Each Land Use.** Off-street parking shall be provided for land uses as described below. Parking for uses not specifically listed below shall be provided in the same ratio as the use most nearly approximating the characteristics of the unlisted use, as determined by the Planning Commission. Land uses are grouped into categories that have comparable parking requirements.
- B. **Table of Parking Requirements by Land Use Category.** The following minimum parking is required: (Ord 10-26, Amended 7-30-2010)

Table 15A-24-09(B) - Parking Requirements by Land Use Category		
	Land Use Categories	Space Requirements
Residential	Dwelling, Single Family	2 spaces per dwelling unit (within an enclosed garage)
	Dwelling, Duplex	2 spaces per dwelling unit
	Dwelling, Multiple-Unit (Tri-plex, Four-Plex, and Five-Plex)	2 spaces per dwelling unit
	Dwelling, Multiple-Unit (Apartments)	
	- one-bedroom unit	1.5 spaces per unit
	- two-bedroom unit	2.0 spaces per unit
	- three or more bedroom unit	2.5 spaces per unit
	- guest parking	0.25 spaces per unit
		NOTE: There shall be no less than 1.5 covered parking spaces (1.0 carports, 0.5 garages) per unit.
	Assisted Living Center, Nursing Home, Convalescent Home and other similar uses as determined by the Planning Commission upon review.	0.5 spaces per bed, plus 10% for support staff/physicians, plus a bus only parking stall to meet the dimensions of a handicap parking stall



# JOLE PLAZA ON TABERNACLE

200 WEST TABERNACLE  
ST. GEORGE, UTAH

DIXIE SUN VENTURES

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JOLE PLAZA

BY: JAMES H. HARRIS  
BY: JAMES H. HARRIS

DIXIE SUN  
VENTURES

BY: JAMES H. HARRIS

1	PROJECT NAME: JOLE PLAZA
2	PROJECT NUMBER: 1000000000
3	DATE: 10/1/2010
4	BY: JAMES H. HARRIS
5	FOR: DIXIE SUN VENTURES
6	PROJECT LOCATION: 200 WEST TABERNACLE, ST. GEORGE, UT
7	PROJECT TYPE: ARCHITECTURAL SKETCHES
8	PROJECT STATUS: IN PROGRESS
9	PROJECT PHASE: PRELIMINARY DESIGN
10	PROJECT BUDGET: \$1,000,000.00
11	PROJECT OWNER: DIXIE SUN VENTURES
12	PROJECT CONTACT: JAMES H. HARRIS
13	PROJECT PHONE: (435) 637-2585
14	PROJECT EMAIL: info@crsa-utah.com
15	PROJECT WEBSITE: www.crsa-utah.com

SITE PERSPECTIVE  
SKETCHES

COVER



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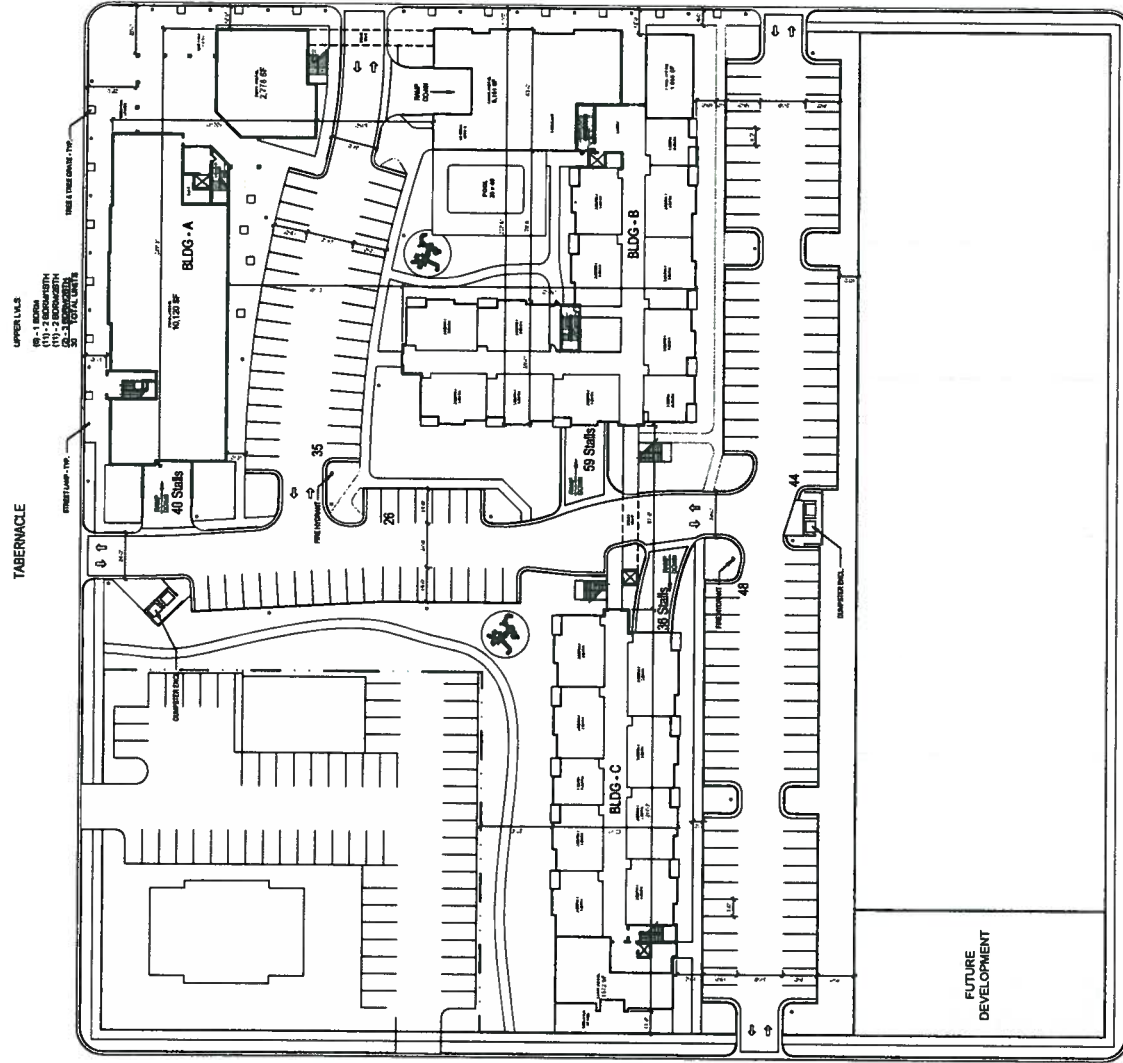
**JOULE PLAZA**

[illegible]DIXIE SUN  
VENTURES

ST. COLUMBANE, 1874-1875

# PRELIMINARY SITE PLAN

# AS101

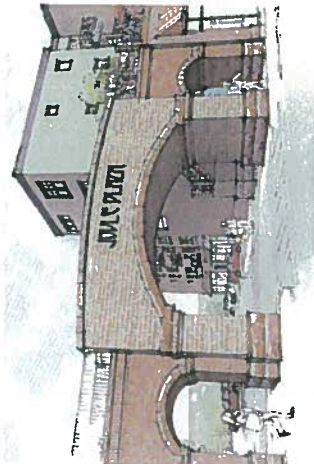


TTL: 235,268 SF

FOOTPRINT: 12,554 SF

(7) - 1 BORM
(14) - 2 BORM 1 BATH
(14) - 2 BORM 2 BATH
(4) - 3 BORM 2 BATH
39 TOTAL UNITS

300 WEST



VIEW 11

100 SOUTH

PRELIMINARY SITE PLAN

A2

**Parking Requirement Comparison  
JOULE PLAZA (a mixed use project)  
(129 Dwelling Units with 94 Commercial Parking Spaces)**

	ST. GEORGE	OGDEN	OREM	PROVO	SLC
Population <i>2012 Census</i>	75,561	83,793	90,749	115,919	189,314
Residential	194 (at 1.5/du)	129-175	194 (PD-34 Zone)	129 (CBD/2)	65
Visitor	43* (1/3du)	0	No specific requirement in PD	16 (1/4du)	0
Commercial^	94	94	94	94	94
Total	331^^	223-269***	288****	239** w/ 50% reduction	159

\* Visitor/guest parking requirements can be reduced by City Council upon recommendation of Planning Commission

\*\*Provo provides for a possible parking reduction (in CBD) of up to 50% when justified by a parking study

\*\*\*Ogden parking ranges from 1-1.5/du in mixed-use

\*\*\*\*Orem's PD-34 Zone has a parking requirement of 1.49 spaces/du in the mixed-use project. Also, the commercial parking requirement is less than St. George's. The PD-23 Zone requires 1 space/du in the "base" residential calculation, and 2 spaces/du for addition units over the base number

^ For the purpose of this comparison only the residential parking requirement is shown; the commercial requirement is assumed to be the same

^^Applicant proposes 288 parking spaces with a waiver for guest parking



# Joule PLAZA

Time of Day	Scenario A			Scenario B		
	12 am- 8 am	8 am- 5pm	5 pm- 8 pm	5 pm- 8 pm	8 pm- 12am	
Commercial Use	0	100%	10%	25%	0	
Residential Use	100%	50%	90%	90%	100%	
Occupied Stalls at City Standard	258	224	242	242	258	
Occupied Stalls at Likely Usage	194	192	203	217	194	
Required	353	353	353	353	353	
Requested Stalls	288	288	288	288	288	
Vacant Stalls/Reqstd Stl	30	64	46	46	30	
Vacant Stalls/Likely Use	94	96	85	71	94	

Parking Analysis prepared by Wes Davis, project rep.  
July 29, 2014



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JOULE PLAZA

BY WEST ARCHITECTS  
REVISION 01/04/2010

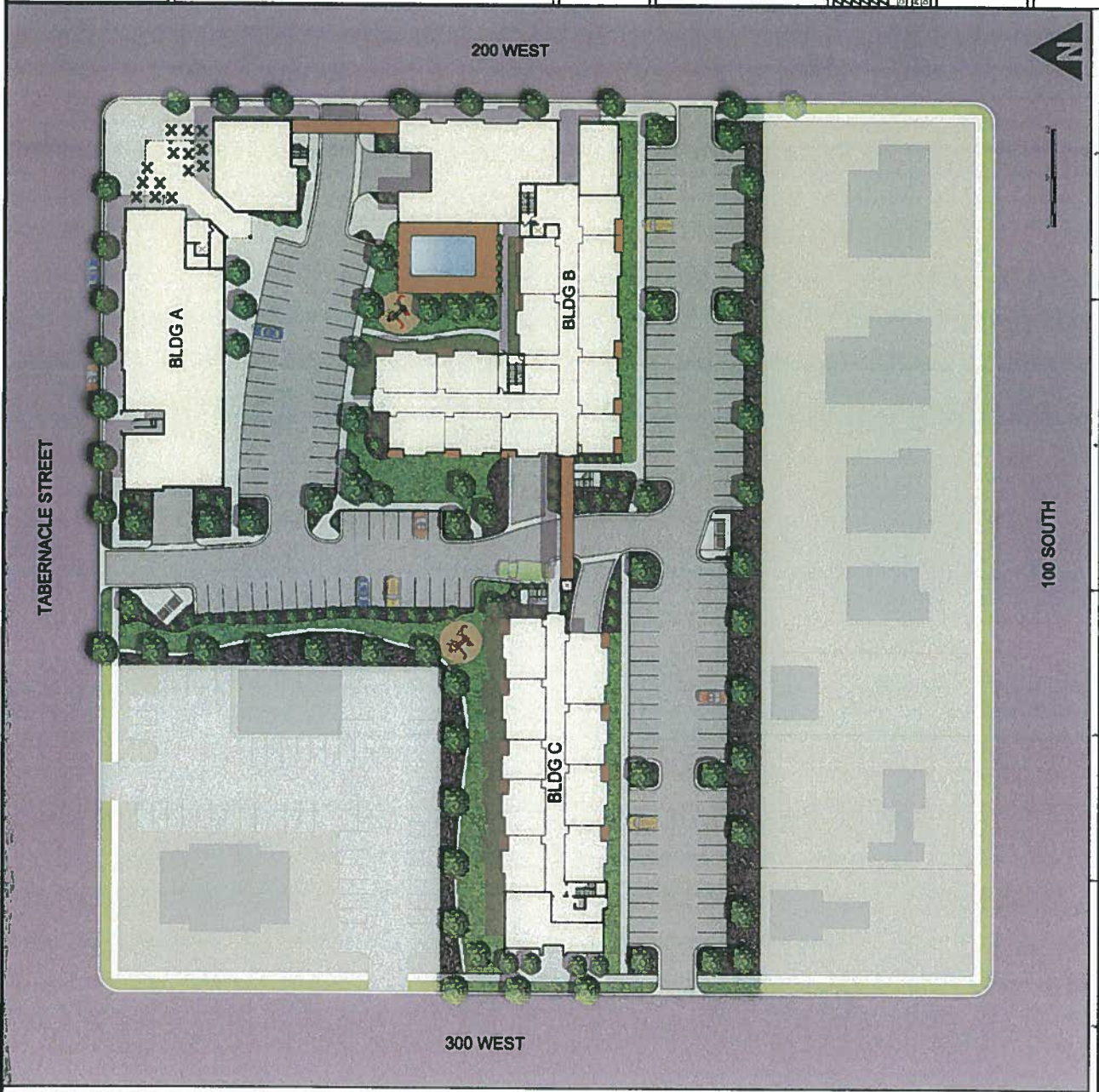
DIXIE SUN  
VENTURES

BY CRSA  
01/04/2010

NO.	DATE	DESCRIPTION	BY	CHKD
1	01/04/2010	FINAL DESIGN	CRSA	CRSA
2	01/04/2010	REVISION	CRSA	CRSA
3	01/04/2010	REVISION	CRSA	CRSA
4	01/04/2010	REVISION	CRSA	CRSA
5	01/04/2010	REVISION	CRSA	CRSA
6	01/04/2010	REVISION	CRSA	CRSA
7	01/04/2010	REVISION	CRSA	CRSA
8	01/04/2010	REVISION	CRSA	CRSA
9	01/04/2010	REVISION	CRSA	CRSA
10	01/04/2010	REVISION	CRSA	CRSA

COLOR SITE PLAN

AS102



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JOULE PLAZA

20 WEST WASHINGTON  
ST. CHICAGO, ILL 60604

DIXIE SUN  
VENTURES

20 WEST WASHINGTON  
ST. CHICAGO, ILL 60604

BUILDING A

A102

GROUND  
FLOOR

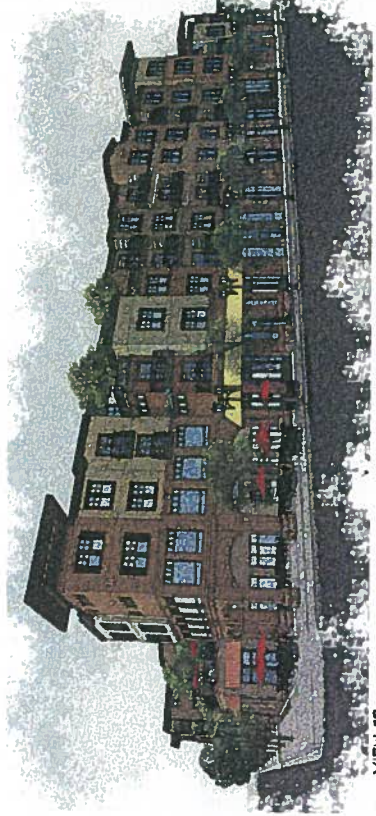
COMMON / RETAIL  
10,120 SF

COMMON / RETAIL  
2,778 SF

3rd  
FLOOR

14,468 SF

- (8) - 1 BDRM
- (11) - 2 BDRM/1BTH
- (11) - 2 BDRM/2BTH
- (2) - 3 BDRM/2BTH



VIEW #2

13,200 SF

2nd  
FLOOR

15,746 SF

4th  
FLOOR

13,500 SF

BUILDING A  
SCALE: 1/8" = 1'-0"



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JOULE PLAZA

200 WEST MADISON  
CHICAGO, IL 60601

OXIS SUN  
VENTURES

BY GEORGE STUBBINS

BUILDING B

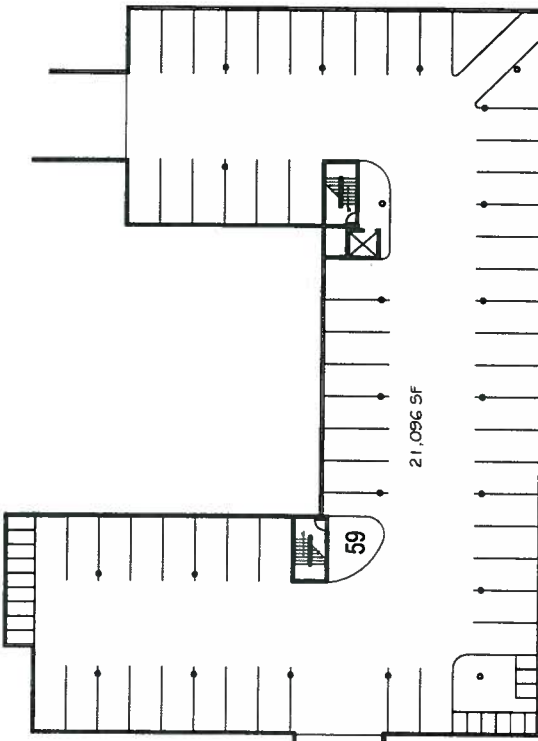
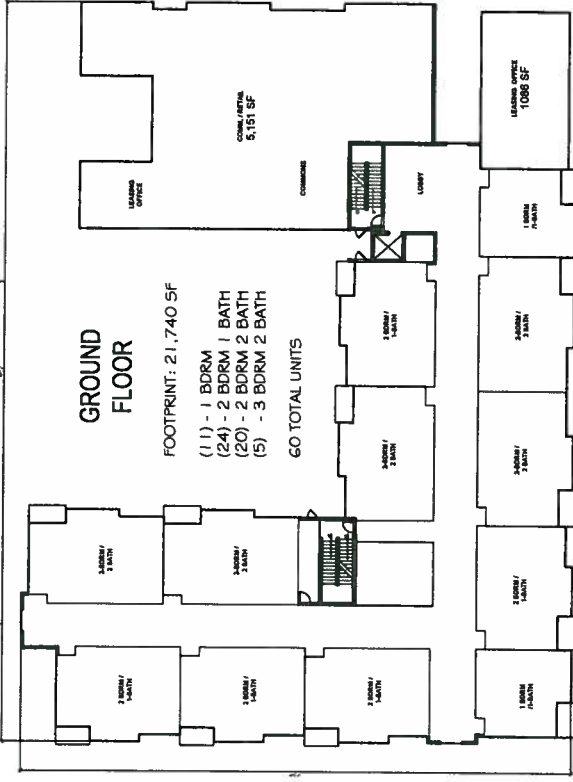
A103

# GROUND FLOOR

FOOTPRINT: 21,740 SF

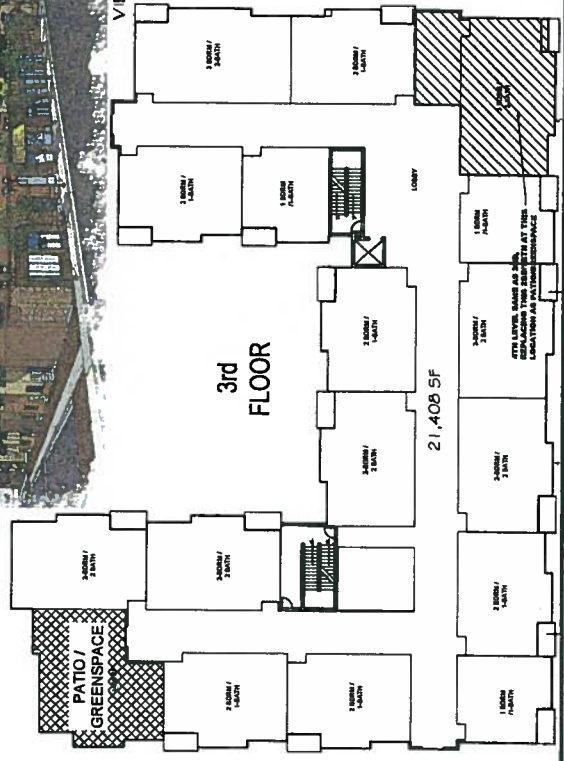
- (11) - 1 BDRM
- (24) - 2 BDRM 1 BATH
- (20) - 2 BDRM 2 BATH
- (5) - 3 BDRM 2 BATH

60 TOTAL UNITS



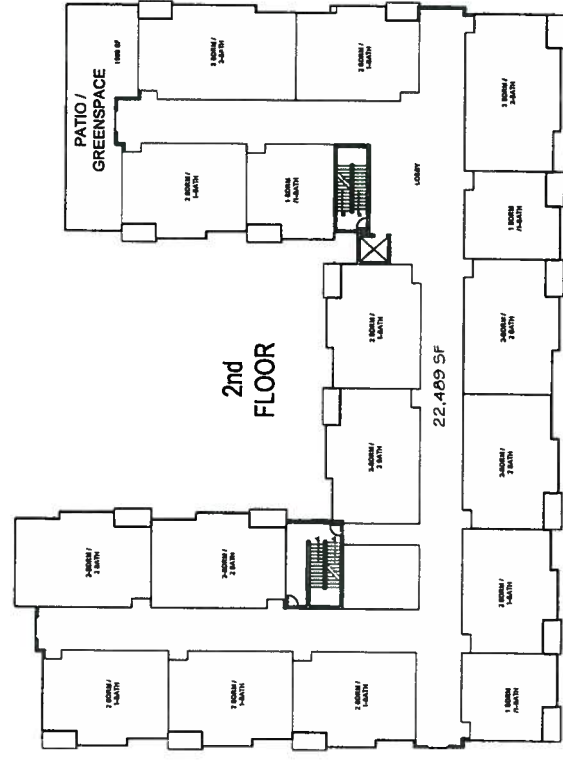
# 3rd FLOOR

21,408 SF



# 2nd FLOOR

22,489 SF



VIEW #3

BUILDING B  
SCALE: 1/8" = 1'-0"





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**JOULE PLAZA**

**STANDARD FORM NO. 64**

DIXIE SUN  
VENTURES

ST. GEORGE, VIAM 0379

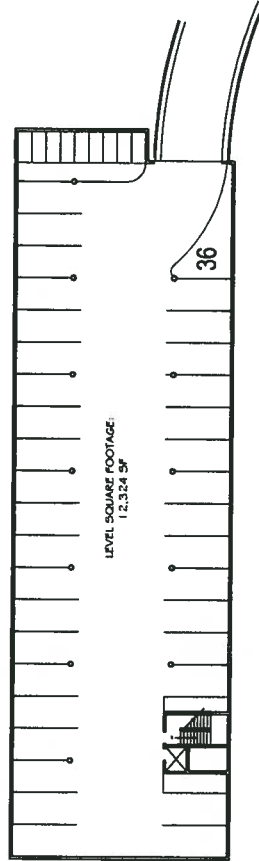
PROJECT NO	680-488	FILE MADE AT	Yonkers
APPROVED BY		CREATED BY	
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## BUILDING C

A104



VIEW #4



LEVEL SQUARE FOOTAGE:  
12,324 SF

35

1st

**SQUARE FOOTAGE:**  
12,554 SF

LEVEL SQUARE FOOTAGE:

2nd

3rd

**LEVEL SQUARE FOOTAGE:**

**LEVEL SQUARE FOOTAGE:**

4th

**PATIO /  
GREENSPACE**

PATIO /  
GREENSPACE

FOOTPRINT: 12.554 SF

(7) - ! BDRM

(14) - 2 BDRM | BATH

(14) - 2 BDRM 1 BATH  
(14) - 2 BDRM 2 BATH

(4) - 3 BDRM 2 BATH

39 TOTAL UNITS

BUILDING C

3:45 PM 116 • F-3

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JOULE PLAZA

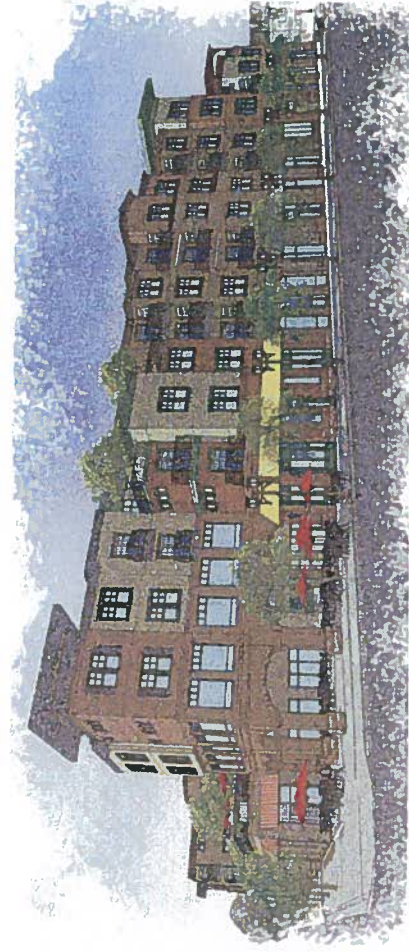
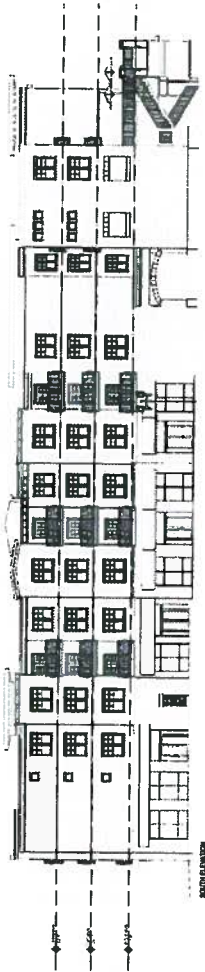
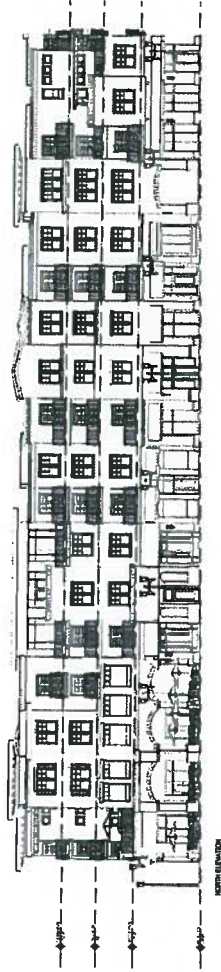
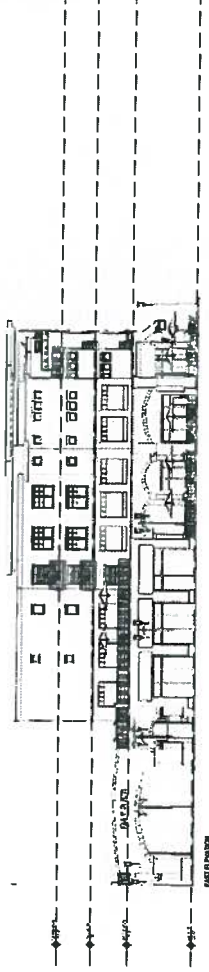
THE ARCHITECTS  
OF SEASIDE STATION

DIXIE SUN  
VENTURES

SEASIDE STATION

BUILDING 'A'  
ELEVATIONS

A202



BUILDING 'A' ELEVATIONS  
SCALE: 1/8" = 1'-0"



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200 WEST WASHINGTON  
SUITE 2000  
WASHINGTON, DC 20001

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

JULIE PLAZA

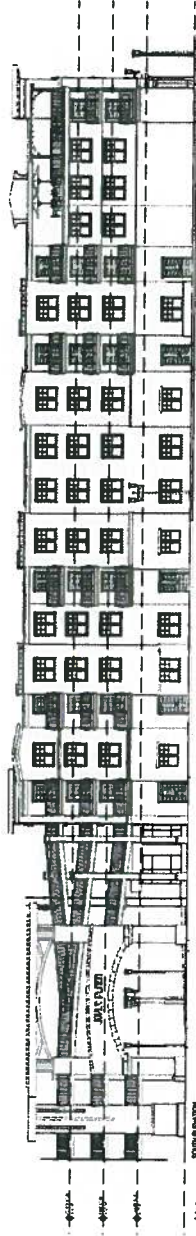
200 WEST WASHINGTON  
SUITE 2000  
WASHINGTON, DC 20001

DIXIE SUN  
VENTURES

200 WEST WASHINGTON  
SUITE 2000  
WASHINGTON, DC 20001

BUILDING 'B'  
ELEVATIONS

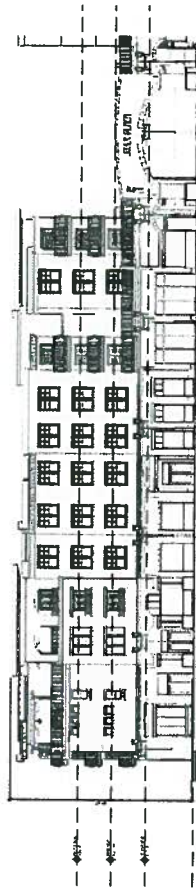
A203



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BUILDING 'B' ELEVATIONS  
SCALE: 1/16" = 1'-0"





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JOULE PLAZA

PROJECT MANAGER  
BY GEORGE LUTHE, AIA

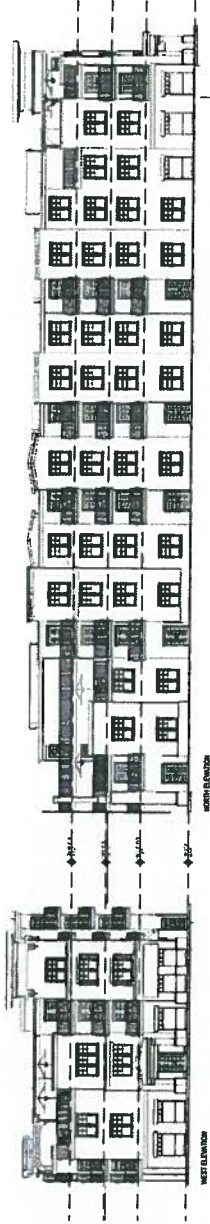
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BY GEORGE LUTHE, AIA

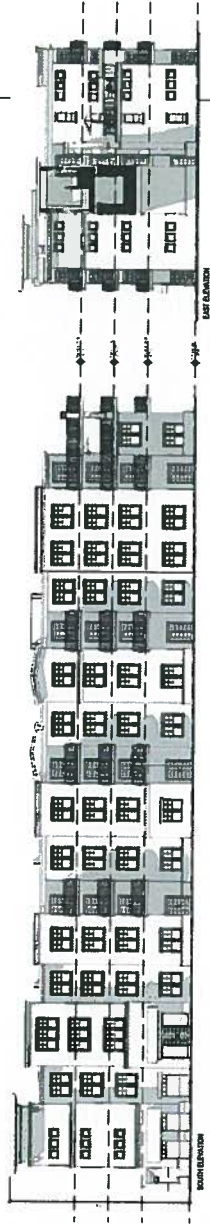
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BUILDING 'C'  
ELEVATIONS

A204

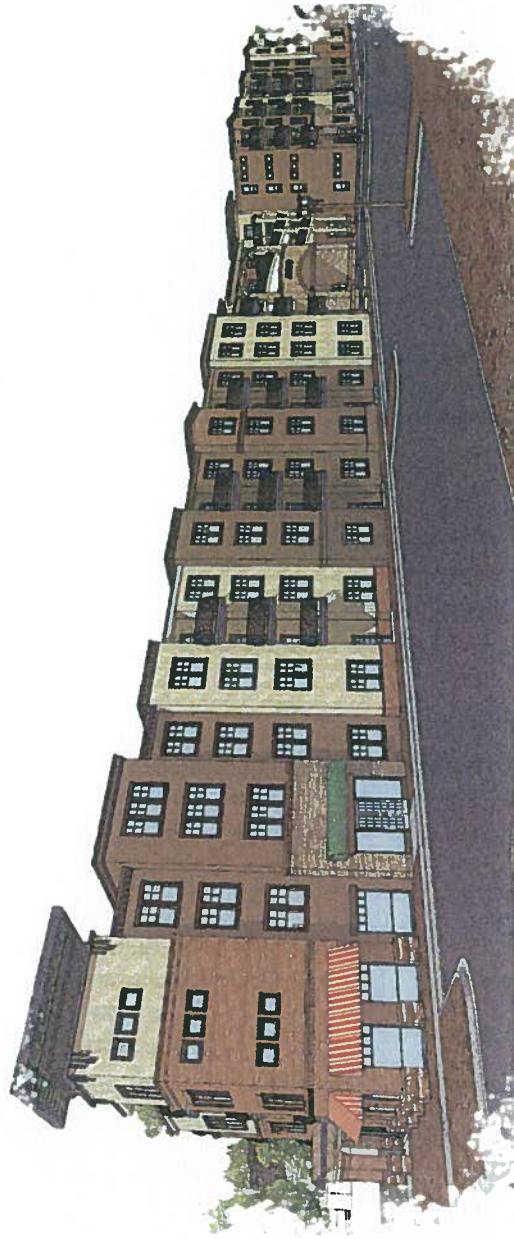


WEST ELEVATION



SOUTH ELEVATION

C2 BUILDING 'C' ELEVATIONS  
SCALE: 1/4" = 1'-0"





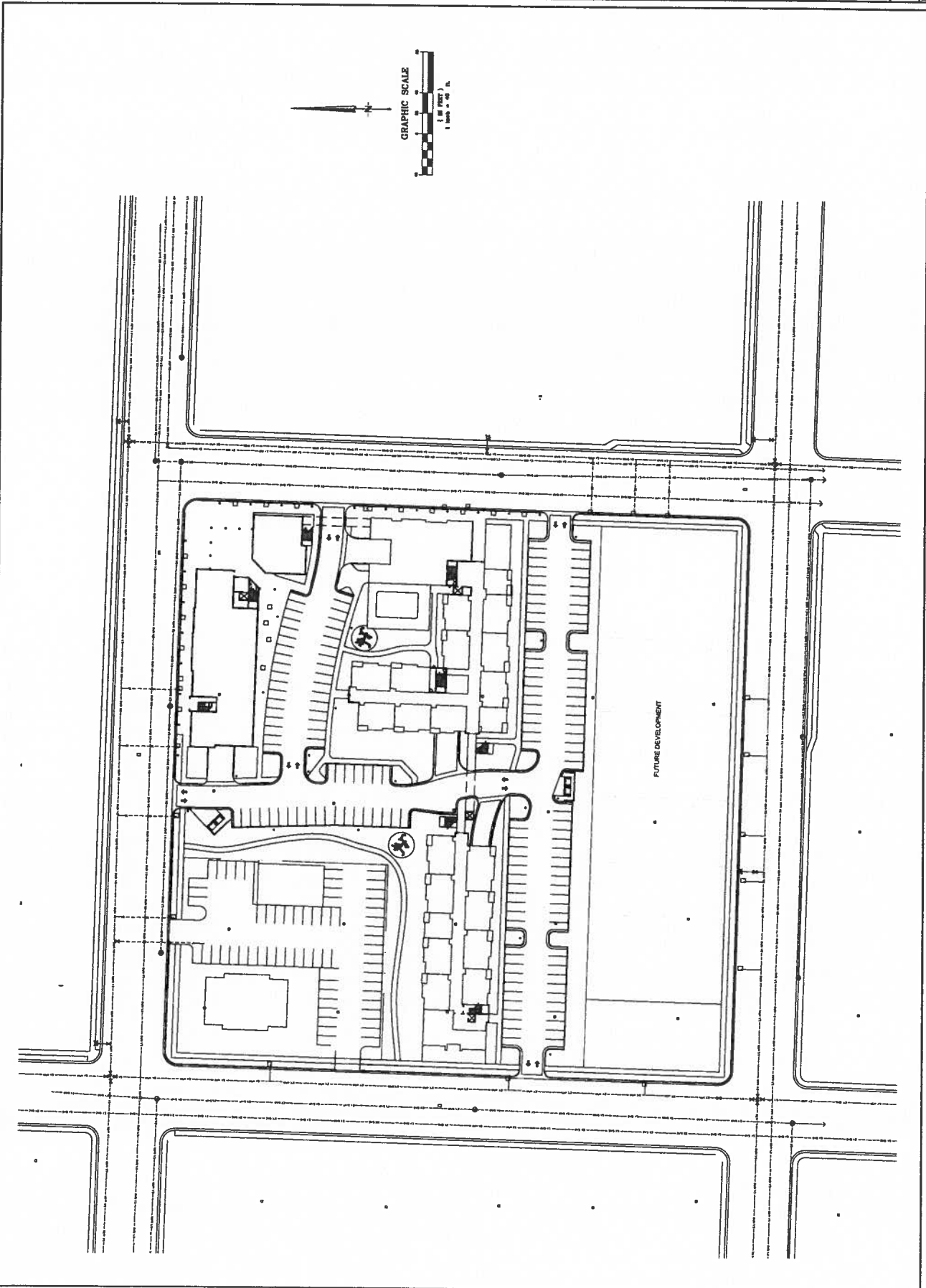
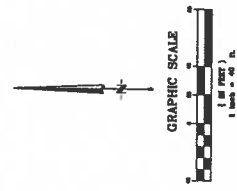
JOULE PLAZA  
 ST GEORGE CITY  
 EX. UTILITIES

DATE: 8/2014
DRAWN: JDB
APPROVED:
SCALE:
JOB NO. 120102



**BUSH & GUGGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-3161  
[www.bushandguggell.com](http://www.bushandguggell.com)

No.	Date	By	Description



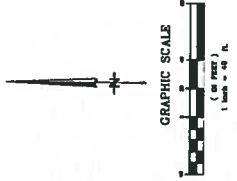
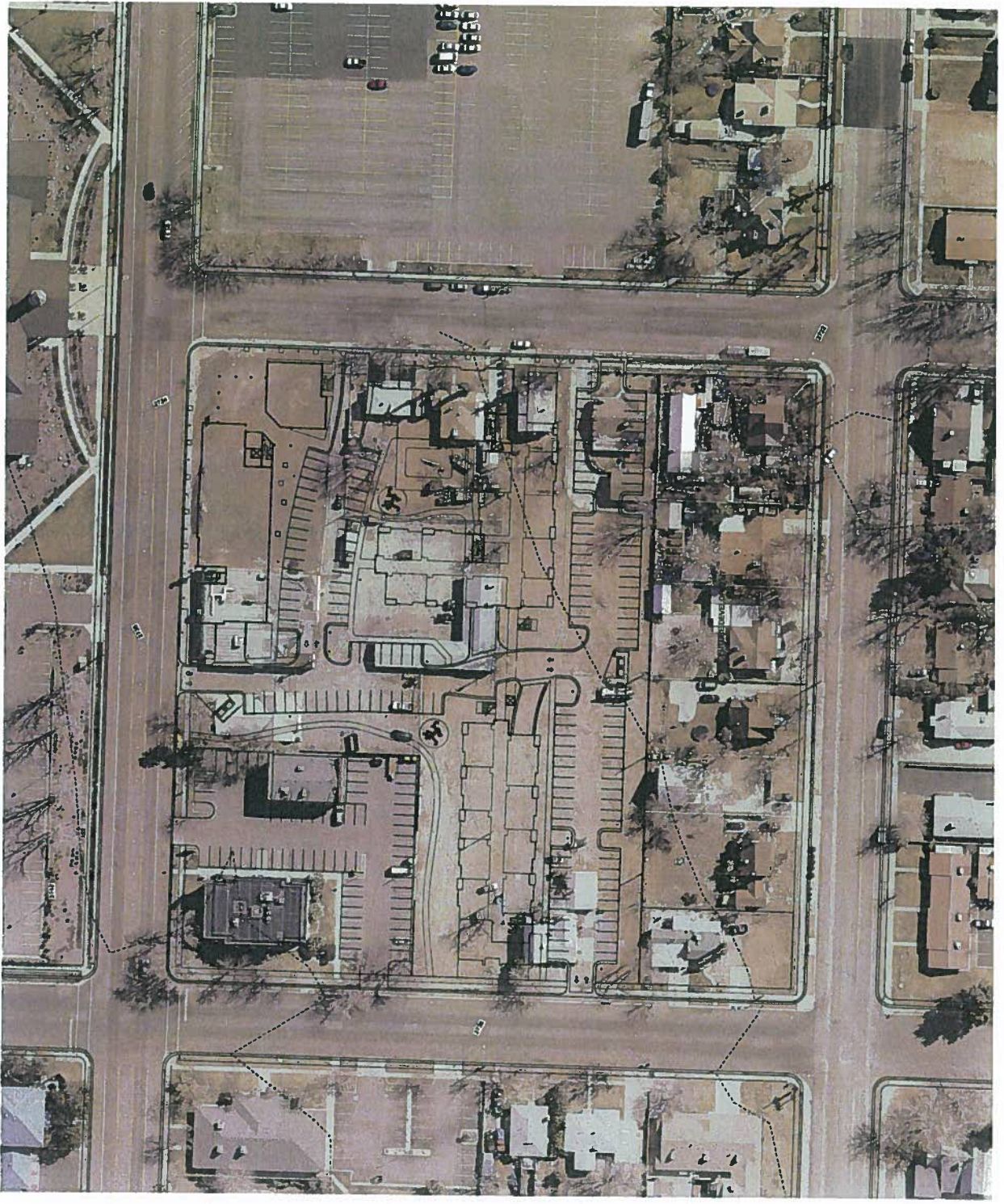
**JOULE PLAZA**  
 ST GEORGE CITY  
 EX. CONTOURS

DATE: 1/20/14
DRAWN: JRM
APPROVED:
SCALE:
JOB NO. 10-000000



**BUSH & GUGGELL, INC.**  
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 205 East Tennessee Suite 84  
 St. George, Utah 84770  
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NO.	DATE	BY	REVISION



**DRAFT**Agenda Item Number : **6C**

## Request For Council Action

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**Date Submitted** 2014-07-07 16:34:38**Applicant** Dixie Sun Ventures Inc., Wes Davis, representative**Quick Title** CUP for bldg heights for 3 buildings in mixed use**Subject** Consider a request for a conditional use request for three buildings in a mixed-use project to have heights ranging from 54' to 50' located between 200 W. and 300 W. on the south side of Tabernacle Street.**Discussion** The PC tabled this request until July 29th. The request is for 3 mixed-use buildings proposed with 4 stories each and having commercial on the ground floor for the building fronting Tabernacle Street, and partial ground floor commercial for the other two buildings located on the interior (along 200 W and 300 W.). The code requires at least 50% of the total ground floor area to be used for commercial use. The building along Tabernacle Street will have a height up to 54', and the other 2 buildings have heights of approximately 50'. The PC will consider this request again on July 29th and make a recommendation to the Council.**Cost** \$0.00**City Manager Recommendation** There have been numerous discussions on this proposal as it is really the first mixed use development in our downtown C-4 area. It was heard a couple of times at the Planning Commission and at a work meeting with the CC. The main issues are: reduced parking for the residential, height of buildings, density, and timing of construction of commercial and residential. The Planning is recommending approval of this CUP. Very little input or discussion from the neighbors on this issue. I believe a project like this is needed in the downtown to bring some new residential into the area.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **6D**

## Request For Council Action

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**Date Submitted** 2014-07-28 10:15:28

**Applicant** Gordon McCracken

**Quick Title** Best Friends Animal Society MOU

**Subject** Best Friends Animal Society MOU (community cat program).

**Discussion** We request approval of Best Friends Animal Society MOU regarding community cat program. The MOU is attached.

**Cost** \$0.00

**City Manager Recommendation** Continuation of the current program with Best Friends Society. Recommend approval.

**Action Taken**

**Requested by** Gordon McCracken

**File Attachments** Best Friends St G Community Cats MOU - 2014 Final Draft (2).doc

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments**

**Attachments** Best Friends St G Community Cats MOU - 2014 Final Draft (2).doc



**MEMORANDUM OF UNDERSTANDING  
BETWEEN BEST FRIENDS ANIMAL SOCIETY AND  
CITY OF ST. GEORGE, UT,  
REGARDING "COMMUNITY CAT PROGRAM"**

This document constitutes a Memorandum of Understanding ("MOU") between Best Friends Animal Society ("Best Friends") a Utah non-profit corporation and the City of St. George, UT ("City"), a municipal corporation and political subdivision of the State of Utah. Best Friends and City shall collectively be referred to herein as the "Parties."

**Recitals**

**Whereas**, Best Friends is headquartered in Kanab, Utah, owns and manages an animal sanctuary from this location, and is also engaged in a wide range of activities all oriented around the concept of "creating a better world through kindness to animals," which activities include, among other things, (a) national public awareness and education campaigns, (b) extensive animal rescue operations, including rapid-response teams deployed to natural disaster locations, and (c) the promotion and sponsorship of local and regional programs oriented around the goal of bringing about a time of No More Homeless Pets®, including high volume spay and neuter clinics, trap-neuter-return (TNR) clinics and programs, and other non-lethal programs intended to address management issues associated with community cats; and

**Whereas**, City, in turn, desires to humanely and effectively stabilize and gradually reduce its community cat population and to stop the unnecessary euthanasia of community cats in the city shelter; and

**Whereas**, Best Friends and City desire to cooperate on a project aimed at community cats within the city limits of the City of St. George, Utah which program effort shall be referred to herein as the "Community Cat Program;" and

**Whereas**, the purpose of this MOU is to reduce to writing the terms and conditions of Best Friends' and City's participation in the Community Cat Program, and to define the obligations, expectations, and responsibilities of Best Friends and City;

**Now therefore**, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

**Agreement Term**

The Community Cat Program is funded by Best Friends for an additional term of one-year, January 1, 2014 through December 31, 2014. Any monetary obligation of Best Friends to fund the Community Cat Program and all other obligations of the Parties set forth herein shall remain in effect for one year from the date of the execution of this MOU, and may be renewed in subsequent years by mutual agreement between the Parties as a written amendment to this MOU. In the event that the Parties do not agree to extend the terms of this MOU, City shall be under no obligation to pay for and continue operating the Community Cat Program.

## **Community Cat Program Goals**

The primary goals of the Community Cat Program are as follows:

- Continue to maintain the improved save rates, of 90% or higher, for cats established in 2013 at the City Animal Shelter
- Ensure no cats are killed strictly for being feral.
- Conduct TNR for no fewer than 400 eligible community cats within the City Animal Shelter's jurisdiction focusing on cats entering the shelter system.
- Help heighten the status of community cats and promote non-lethal approaches to their management.

## **Responsibilities of Best Friends Animal Society**

In conjunction with the implementation of the Community Cat Program, Best Friends shall do the following at its own expense:

1. Continue to work with the City Animal Shelter in creating a work plan identifying short and long-term goals, activities and resources necessary to meet those goals, and targeted outcomes and impacts on the cat population in the community.
2. At the discretion of Best Friends, hire a part-time or full time coordinator for the Community Cat Program ("Program Coordinator") who shall be employed by Best Friends to work in cooperation with the staff of the City Animal Shelter on the implementation of the work plan. The Program Coordinator will have other duties beyond the Community Cat Program.
  - a. Best Friends shall have sole control over the work hours and other terms and conditions of the Program Coordinator's employment
  - b. The Program Coordinator shall not be an employee of the City and therefore shall not be entitled to any benefits which an employee of the City receives.
3. Provide mutually agreed upon members of the City Animal Shelter staff with the opportunity to attend off-site trainings.
4. Assist with tracking positive and negative local media coverage of cat-related issues in the City of St. George.
5. Schedule and conduct a meeting at the end of the one year term of the Community Cat Program to solicit feedback.
6. Work with City Animal Shelter to compile reports designed to track success of Community Cat Program.
7. Provide one transport van and some supplies necessary for the Program Coordinator to implement the Community Cat Program's work plan. No vehicle owned or operated by Best Friends or the Program Coordinator shall bear the logo, seal, emblem, name or other representation of the City of St. George or any of its Departments, including but not limited to the City of St. George Police Department.
8. Arrange appropriate veterinary care for cats that have been trapped pursuant to this agreement.

- a. Total Best Friends investment in the Community Cat Program, for outside veterinary providers of spay/neuter services to community cats during the term of this agreement will not exceed \$30,000.
  - b. After Best Friends has expended all of this \$30,000, City shall be under no obligation to provide any veterinary care to otherwise eligible community cats beyond the City's standard practice.
9. Best Friends provides TNR boot-camps surrounding community cat colony management and preferred methodology throughout the State of Utah. In 2014, Best Friends will offer at least one (1) TNR boot-camp in the City to educate and train residents to serve as volunteers and/or caretakers of cats which are trapped for the Community Cat Program. This TNR boot-camp will be made available to St. George residents, without charge.
10. Provide ongoing consultation and advice to City and its residents at no additional cost on the long-term care of the cats, including feeding, shelter, community relations, emergency trapping, policies, and other matters relating to the TNR of City's community cats.
11. Work with the City Animal Shelter to increase the cat adoption rate by spaying/neutering and promoting adoptable shelter cats.

### **Responsibilities of the City of St. George**

To facilitate the success of the Community Cat Program, City agrees that it will:

1. Provide a suitable work space for use by the Best Friends Program Coordinator, including a desk and chair.
2. Designate, at its absolute and sole discretion, a member of City Animal Shelter's staff to function as primary liaison with the Program Coordinator, the spay/neuter providers, and other key stakeholders in the development and implementation of the work plan.
3. Use its best efforts to implement the work plan developed in conjunction with the Program Coordinator and City Animal Shelter.
4. Hold a Community Cat Program orientation for any new City Animal Shelter staff within one month of their hire date outlining the Community Cat Program goals and staff expectations.
5. Gather, track, and provide monthly and quarterly reports to Best Friends on the following data:
  - a. Intake Data: total cat intake, comprised of neonatal kittens (under 8 weeks old) intake and all other cat intake.
  - b. Euthanasia Data: total cat euthanasia, comprised of neonatal kitten euthanasia and all other cat euthanasia. Euthanasia data is to include reason, sick, injured, owner requested or other cause.
  - c. Transferred Data: total cats transferred to other animal welfare organizations, comprised of neonatal kitten transfer and all other cats transferred.
  - d. The total number of cats returned to the field under the Community Cat Program.
  - e. The total number of cats returned to cats' owners.

6. Allow Best Friends access to all data and statistics generated during the Community Cat Program term which is determined by mutual agreement of both Parties to be relevant in analyzing the success of the Community Cat Program.
7. Continue the vaccination program started in 2013, whereby all cats entering the shelter receive the FVRCP combination vaccine upon impound.
8. Provide access to the Program Coordinator to the City's Animal Shelter areas so that he/she can perform the duties set forth in this MOU.
9. Along with Program Coordinator, identify which cats are eligible for release based on the following guidelines:
  - a. Cats considered eligible for release are identified as currently living outdoors, healthy, and of appropriate age and weight to be sterilized.
  - b. Cats generally not eligible for release are owner-surrendered cats, unhealthy cats that cannot be treated, cats under age/weight for sterilization, and cats that do not appear to be cared for (i.e. starving, ill, or injured).
10. Provide the Project Coordinator with the location of where each cat was trapped along with any relevant case information which includes cat description and photo if available. In the case of an owner-surrendered cat, City shall not provide any personal or identifying information regarding the owner who surrendered the cat to Best Friends.
11. Provide adequate recovery space or housing for all Community Cat Program cats which are taken into custody by City Animal Control personnel and all Community Cat Program cats spayed or neutered until they can be returned or otherwise placed out into the community in accordance with the terms of this MOU;
  - a. City shall use its best efforts to obtain and provide recovery space or housing for Community Cat Program cats that require more than average recovery time.
12. Continue other efforts to increase adoption and lower intake of cats entering shelter and become a Best Friends Network Partner to take advantage of additional resources and promotions.

### **Publicity/Co-Branding**

The City of St. George shall use its best efforts to ensure that onsite signage, press releases, interviews and other communications efforts related to the Community Cat Program, and any events held in conjunction with the Community Cat Program, indicate the support and involvement of Best Friends.

All press, news, or other media releases and other forms of publicity relating to the Community Cat Program, including web-based communications, shall be submitted by the City of St. George to Best Friends (Project Coordinator and Holly Sizemore) for review and comment not less than 48 hours prior to dissemination by the City of St. George. Any use of Best Friends' logos or trademarks in conjunction with same is subject to the express approval of Best Friends. Failure by Best Friends to respond within 48 hours shall be deemed consent to the dissemination of the materials submitted. Best Friends shall not unreasonably withhold its approval of any such materials. Best Friends shall have the right to independently publicize its efforts regarding



the Community Cat Program, via Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

The City of St. George grants to Best Friends the right to photograph, video, and audio record events related to the Community Cat Program and shall cause its employees to execute any necessary releases relating to the use of same. Prior to Best Friends taking any photographs or making any audio or visual recordings, Best Friends shall obtain written permission from the City Animal Control Officer to ensure that the security and confidentiality of the animal control facility and the City of St. George Police Department is not compromised. Best Friends shall be permitted to use these photographs and video and audio recordings for publicity purposes.

If the City determines, in its absolute and sole discretion, that the Community Cat Program has proven to be successful, the City shall cooperate with Best Friends to provide testimonials or other similar publicity regarding the success of the Community Cat Program with the goal of encouraging other towns and municipalities to adopt similar programs.

Neither party may use each other's logos, trademarks, or other intellectual property without prior express written permission.

### **Release**

Best Friends, on behalf of its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against the City related to the Community Cat Program described herein.

Best Friends understands this agreement discharges the City and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Best Friends with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result from work, participation and activities related to this Community Cat Program.

The City, on behalf of its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends related to the Community Cat Pilot Program described herein.

The City understands this agreement discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the City with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result from work, participation and activities related to the Community Cat Program.

### **Indemnification**

Best Friends and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold harmless the City for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or

indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the Community Cat Program. This includes lone acts or omissions by Best Friends as well as the combined acts of the Best Friends with others.

The City and for its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold harmless Best Friends for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the Community Cat Program. This includes lone acts or omissions by The City as well as the combined acts of the City with others.

### **Other**

The terms of this MOU shall bind the respective successors and assigns of each party. The Parties agree that in the event that any clause or provision of this MOU shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this MOU. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises. This agreement may be signed in counterparts. Any modifications to this MOU must be in writing and signed by both Best Friends and the City.

### **Governing Law and Venue**

This MOU shall be governed by and interpreted in accordance with the laws of the State of Utah. Any lawsuit arising out of or related to this MOU will be filed exclusively in a court of competent jurisdiction in Washington County, Utah.

By affixing their signatures below, the individuals signing on behalf of the Parties warrant they are authorized to enter into this Memorandum of Understanding and intend to be bound by same.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
The City of St. George

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
BEST FRIENDS ANIMAL SOCIETY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Jul. 29, 14

4835-8245-0961, v. 1

**DRAFT**Agenda Item Number : **6E**

## Request For Council Action

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**Date Submitted** 2014-07-28 14:18:56**Applicant** Energy Services**Quick Title** Approval of Property lease with Helidyne**Subject** Approval of a property lease agreement with Helidyne

**Discussion** The City Energy Services department has been working with Helidyne to assist them with their power generation project. Helidyne is a local company that has developed a way to generate power from the energy loss during a compression cycle on a gas compressor. This application would be used on off shore oil and gas drilling rigs. Helidyne has potential customers willing to purchase the application, but want to see the full scale design in operation and test data. Helidyne needs a location to take natural gas and deliver the power generated. Energy Services proposed using the power yard as the location of the test in exchange for a lease payment and any power generated. The attached lease agreement outlines the terms. This project will help with economic development and Scott Hirschi has been involved.

**Cost** \$0.00

**City Manager Recommendation** Sounds like a win/win and area to be leased will not adversely affect our operations. Recommend approval.

**Action Taken****Requested by****File Attachments** [Helidyne - Ground Lease \(St George City\).doc](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Helidyne - Ground Lease \(St George City\).doc](#)



## GROUND LEASE

This Ground Lease (the "Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of St. George, a Utah municipal corporation ("Lessor"), and Helidyne, LLC, a Utah limited liability company ("Lessee").

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Subject and Purpose. Lessor is the owner of that certain real property known as the Red Rock Generation Facility located at 811 Red Hills Parkway in St. George, Utah (the "Property"). Lessor hereby leases to Lessee a portion of the Property identified on Exhibit A (the "Premises"), for Lessee's use as a test site for its electrical power generation business.
2. Use Restrictions. Lessee may not change the use of the Premises without the prior written consent of Lessor. Additionally, Lessee will not do or permit any act or thing that (a) may impair the value of the Property or any part thereof, (b) materially increases the dangers, (c) poses an unreasonable risk of harm to third parties (on or off the Premises) arising from activities thereon, (d) constitutes a public or private nuisance or waste to the Property or any part thereof, or (e) will cause or permit any hazardous substance or material to be stored, used or disposed of on or around the Premises.
3. Access to the Premises. During the term of this Lease, Lessee (including its representatives, agents and employees) shall be granted a non-exclusive license to use the common driveway (the "Driveway") shown on Exhibit A for the purpose of ingress to and egress from the Premises. As depicted on Exhibit A, electronic gates (the "Gates") have been installed across the east and west entrances to the Driveway for the purpose of restricting access to the Property (including the Premises). In connection with this Lease, Lessor shall provide Lessee with 24-hour access to the Premises in accordance with Lessor's established entry and exit protocol. In addition thereto, Lessee acknowledges that Lessor shall have the right, at its discretion, to promulgate such other reasonable rules and regulations governing the use of the Driveway and the Gates as Lessor deems necessary to preserve and protect the Property.
4. Term and Termination. The term of this Lease shall commence on the date hereof and continue for a period of one (1) year (the "Initial Term"). Thereafter, unless terminated in accordance with this Section 4, this Lease shall automatically renew for successive periods of one (1) year each (each a "Renewal Period"). The Initial Term together with all applicable Renewal Periods shall be referred to hereafter collectively as the "Term". Either party may terminate this Lease by delivering written notice of its intention to terminate to the other party at the address set forth below at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Period.
5. Rent. The annual rent payable under this Lease for the Initial Term shall be Two Thousand Four Hundred Dollars (\$2,400). Thereafter, the rent payable under this Lease shall increase by two percent (2%) annually. Rent shall be payable in arrears in equal monthly installments on or before the last day of each month of the Term. If the Lease does not commence on the first day of a month, Lessee's rent obligation for such partial first month shall

be prorated to the end of that month. Lessee shall be permitted to satisfy its rent obligations under this Lease (a) in cash, (b) through electrical power generation for use by Lessor at a rate of .06 cents per kilowatt hour generated, or (c) through any combination of the foregoing. Any excess electrical power generated in a month shall be credited against rent payable in subsequent months. If Lessee fails to pay any rent within thirty (30) days of the due date thereof, all rent sums then due shall commence to accrue interest at the rate of ten percent (10%) per annum until paid.

6. Taxes. Lessee shall pay all taxes that may be assessed against personal property of Lessee, including leasehold improvements, that may be used on the Premises.

7. Utilities. Lessor shall make available to Lessee all utilities currently serving the Property; provided that Lessee shall be responsible for all costs associated with the installation and/or delivery of any necessary utilities to the Premises and all associated utilities fees and costs. Any installation by Lessee of utilities to the Premises may only be made upon Lessor's prior written approval. All utilities used by Lessee on the Premises shall be separately metered.

8. On-Site Supervision of Operations. Lessee shall be required to have one or more employees physically on the Premises to monitor the operation of its power generation facilities anytime such facilities are in use. The foregoing obligation shall automatically cease at such time as Lessee is able to remotely monitor and control the operation of its facilities located on the Premises.

9. Insurance. Lessee shall furnish and maintain at all times during the term of this Lease general liability insurance with a company authorized to do business in the State of Utah. Such insurance shall have liability limits sufficient to meet the limitations on damages that can awarded against governmental entities under Utah Administrative Code R37-4-2, shall name Lessor as an additional insured, and shall provide that Lessor will be given thirty (30) days advance written notice of cancellation. Lessee shall provide Lessor with current certificates verifying such insurance coverage. Insurance coverage obtained and maintained pursuant to this requirement may not be brought into contribution with insurance purchased by Lessor.

10. Responsibility for Lessee's Property. Lessor shall have no liability, and Lessee hereby releases Lessor from any such liability and waives any claims it may have against Lessor, for damage or loss caused by heat, cold, theft, vandalism, fire, water, winds, dust, rain, explosion, rodents, insects or any other cause whatsoever, other than liability and/or claims arising from the gross negligence or willful misconduct of Lessor. Lessor shall not be deemed to either expressly or impliedly provide any security protection to Lessee's property maintained on the Premises. Any security devices which Lessor may maintain on the Property are for Lessor's convenience only. Lessor may discontinue their use in whole or in part at any time without notice to Lessee. Lessee shall be solely responsible for furnishing fire and extended coverage insurance on personal property, including leasehold improvements, located on the Premises.

11. Alterations, Additions and Improvements. Upon full execution of this Lease, Lessee shall be permitted to complete the installations and improvements described on Exhibit B (the "Initial Site Improvements"). Beyond the Initial Site Improvements, any alterations, additions or improvements in and to the Premises shall be made only with Lessor's written

permission, which shall not be unreasonably withheld. Lessor's consent to any alterations, additions or improvements shall not grant Lessee authority to bind or obligate Lessor or encumber fee title to the Premises.

12. Repairs and Maintenance. Lessee shall perform all repairs and maintenance of the Premises. Lessee shall maintain the Premises in a clean condition and in a good state of repair at all times, free from debris and litter. Lessee shall not waste the Premises.

13. Destruction. In the event of any total destruction of the Premises or partial destruction of the Premises or any improvements or personal property of Lessee located thereon which results in a material impairment of Lessee's operations on the Premises, Lessee shall have the right to terminate the Lease by providing written notice of such election to Lessor within thirty (30) days of the date of occurrence of such damage or destruction. If Lessee elects not to terminate the Lease as set forth in the preceding sentence, or if the subject damage or destruction does not result in a total destruction of the Premises or a material impairment of Lessee's operations on the Premises, Lessee shall repair said damage and continue this Lease, subject to a proportionate reduction of rent while such repairs are being made.

14. Compliance with Laws; Obtaining Permits. Lessee shall comply with all applicable federal, state and local laws, regulations and ordinances in connection with Lessee's use of the Premises and/or Lessee's operations thereon. Lessee shall obtain and maintain at its cost and expense any and all permits necessary for its operations on the Premises.

15. Indemnity. Lessee shall indemnify, defend and hold harmless Lessor, and its managers, members, affiliates, successors and assigns, from and against all expenses, liabilities and claims, including reasonable attorney's fees, arising out of (a) any failure by Lessee to perform any of the terms or conditions of this Lease, (b) any injury or damage happening on or about the Premises, except to the extent caused by the fault or negligence of Lessor, (c) a failure by Lessee to comply with any law of any governmental authority, (d) any mechanic's lien or security interest filed against the Premises, to the extent said mechanic's lien or security interest did arise as a result of action by Lessee, or (e) the storage, use or disposal of any hazardous substance or material on or around the Premises by Lessee, its agents, contractors, employees or assigns.

16. Access to Premises. Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to inspect the Premises.

17. Lessor Covenants. Lessor shall not take any action that would unreasonably interfere with Lessee's contemplated use of the Premises. Lessor agrees to notify Lessee within a commercially reasonable time if it becomes aware of a needed repair to the Premises or the improvements or equipment constructed or installed thereon.

18. Notices. All notices or communications to be given under this Lease shall be given in writing and shall be deemed given when deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified. The address of either party may be changed by written notice to the other party. Nothing herein shall be

construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

19. Assignment, Mortgage or Sublease. Lessee shall not assign, mortgage, pledge, sublet or encumber this Lease or the Premises in whole or in part, nor permit the Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior written consent of Lessor, which consent may be withheld in Lessor's discretion.

20. Surrender of Possession. Except as otherwise set forth herein, Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Lessor and shall restore the Premises to its pre-Lease condition, ordinary wear and tear excepted. Lessee shall also repair and restore any damage to the Premises caused by the removal of any leasehold improvements, personal property and equipment therefrom. Notwithstanding the foregoing, Lessee shall be granted a reasonable period of time (in no event less than 60 days) following the termination of the Lease to remove any leasehold improvements, personal property and equipment from the Premises. Any such property left on the Premises after such reasonable period of time will be deemed abandoned by Lessee, and Lessor may dispose of such property without notice or liability to Lessee. Prior to disposing of any such abandoned property, Lessor shall give notice to any lienholder with an interest in such property known to Lessor.

21. Default or Breach. Each of the following events shall constitute a default or breach of this Lease by Lessee:

21.1. If Lessee shall fail to pay any rent within thirty (30) days of the due date thereof.

21.2. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

22. Remedies on Default. In the event of any default hereunder, Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than thirty (30) days' notice of such cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

23. Application of Remedies. The rights and remedies given to Lessor in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein, by law or by equity provided.

24. Attorney's Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Lease or in pursuing any remedy



provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

25. Miscellaneous. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Utah. Time is of the essence in all provisions of this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. The facsimile transmission of a signed original of this Lease or of any counterpart hereof, and the retransmission of any signed facsimile hereof, shall be the same as delivery of an original.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

LESSOR

LESSEE

CITY OF ST. GEORGE

HELIDYNE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: 1425 W. Red Ledge Rd., Ste. 102  
Washington, UT 84780

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**(Site Diagram)**

[see attached]

**EXHIBIT B**  
**(Initial Site Improvements)**

[see attached]



**DRAFT**Agenda Item Number : **6F**

## Request For Council Action

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**Date Submitted** 2014-07-28 13:25:22**Applicant** Jay Sandberg**Quick Title** Indian Hills Drive - Local Government Contract**Subject** Consider approval of a Local Government Contract with UDOT for Creamer and Noble to perform Construction Management on the Indian Hills Drive Project.**Discussion** This contract is for construction management services for the reconstruction, drainage, and widening of Indian Hills Drive from Hilton Drive to 1080 West (near Whisper Ridge). The project construction is scheduled to begin January 2015. The project is being administered by UDOT and the City. The contract is in the form required by UDOT and has been approved by the city legal services. The city cost share of this contract (and overall project) is 58%. The total contract is for \$209,381.68 and the City match will be \$121,440.**Cost** \$121,440**City Manager Recommendation** Indian Hills improvement project with UDOT. Recommendation is to use Creamer and Noble for construction management services. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [LGC, C&N, Const Mngmt.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [LGC, C&N, Const Mngmt.pdf](#)

## LOCAL GOVERNMENT CONTRACT



STATE OF UTAH  
LOCAL GOVERNMENT  
ENGINEERING SERVICES  
2013-2016 LG POOL (RPLOQ)  
COST PLUS FIXED FEE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

Project No.: F-LC53(67)  
PIN Description: Indian Hills Drive, St. George  
FINET Prog No.: 5393813C  
PIN No.: 11549  
Work Discipline: Construction Engineering Management

1. **CONTRACTING PARTIES:** This contract is between City of St George, referred to as LOCAL AUTHORITY and

Creamer & Noble Inc  
35 South 400 West, Ste 200  
St. George, UT 84770

**Legal Status of Consultant:** For Profit Corporation

**Fed ID No.:** 87-0325166

referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Construction Engineering Management services as further described in Attachment C.
3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate October 30, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of \$209,381.68 for costs authorized by this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A - Certification of Consultant and Local Authority  
Attachment B - Standard Terms and Conditions  
Attachment C - Services Provided by the Consultant  
Attachment D - Fees  
Attachment E - Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT - Creamer & Noble Inc**

**LOCAL AUTHORITY - City of St George**

By: D. James Smith 7-21-14  
Title: VICE PRESIDENT Date

By: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

**DEPARTMENT Comptroller's Office**

By: Justin Johnson 7-15-14  
Title: Engineer for Preconstruction Date

By: \_\_\_\_\_ Date  
Title: Contract Administrator

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, D. JAMES SNYDER, am a duly authorized representative of Creamer & Noble Inc and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

21 July 2014  
Date

D. James Snyder / VP  
CONSULTANT Signature/Title

**CERTIFICATION OF LOCAL AUTHORITY**

I hereby certify that I am the \_\_\_\_\_ of City of St George and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of St George Signature

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the



negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
  - (a) General Liability and Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.  
  
The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
  - (b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
  - (c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
  - (d) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.
  - (e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
  - (f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

- 10. HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of \$750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed \$750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

- 11. PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.
13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract, or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
  - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any



Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.
  17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.
  18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.
- The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.
19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 60% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*
21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.
23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.
24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:
  - (a) Mutual agreement of the parties; in writing and signed by the parties.
  - (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
  - (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.
  - (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.
27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.lps). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.
- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

- (f) **Placement:** Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

28. **REQUIREMENTS FOR COMPUTER ELEMENTS:** Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

29. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.
30. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website [www.udot.utah.gov/go/rowprojectwisequide](http://www.udot.utah.gov/go/rowprojectwisequide). (Provision revised September 30, 2013.)
31. **GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.
32. **WORK ACCEPTANCE:**
- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
  - (b) **Reviews and Quality Assurance:** All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by



the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. (*Provision revised February 12, 2014.*)

33. **GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.
34. **IF THIS CONTRACT IS FOR DESIGN:**
- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
  - (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website [www.udot.utah.gov/go/pdnpgdn](http://www.udot.utah.gov/go/pdnpgdn), which is incorporated herein by this reference. (*Provision revised September 30, 2013.*)
35. **IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**
- (a) **Construction Administration**  
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.
  - (b) **Materials Testing and Inspection**  
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.
  - (c) **Acceptance Testing/Inspection**  
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.
  - (d) **Independent Assurance Testing**  
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

- (e) **Project Inspection**  
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.
- (f) **Project Closeout**  
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.
- (g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website [www.udot.utah.gov/ets](http://www.udot.utah.gov/ets).

36. **INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:** In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 37. **NO THIRD PARTY BENEFICIARIES:** The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.
- 38. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 39. **USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

**40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a) **Guarantee Access:** The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b) **Prompt Consideration:** The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c) **Documents:** The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d) **Services:** The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

Provide Construction Engineering Management (CEM) services to ensure quality work and timely completion of this local government project.

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment pages 2 through 13:

(a) Approval Memo

(b) Executive Summary

(c) Detailed Work Plan

(d) Personnel/Staffing Plan

(e) Schedule

(1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by October 30, 2015.

(2) Project/Contract Period: The project/contract will terminate October 30, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.





# UDOT Consultant Services

## Contract Approval Memo

Memo Printed on: June 26, 2014 5:35 PM



PM Approval Date: June 26, 2014

UDOT PM: Branden E. Anderson

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

### PROJECT INFORMATION

PIN: 11549  
Project No.: F-LC53(67)  
Job/Proj: 5393813C  
PIN Description: Indian Hills Drive, St. George

### CONTRACT INFORMATION

CS Admin: Michael R. Udot Butler  
Contract No.: New Construction Management  
Mod No.:  
Expiration Date: October 30, 2015  
Contract/Mod Amount: \$209,381.68  
Fee Type: COST PLUS FIXED FEE  
Selection Method: POOL - GE / LG (RPLOQ)  
Period: 2013-2016 GE / LG  
Phase: CONSTRUCTION ENGINEERING  
Discipline: CONSTRUCTION ENGINEERING MANAGEMENT

### CONTACTS

Consultant	Local Government
CREAMER & NOBLE INC	City of St George
	Cameron Cutler
35 SOUTH 400 WEST, STE 200	175 E 200 N
ST. GEORGE, UT 84770	CITY OFFICE
	ST GEORGE, UT 84770
	(435) 627-4052
	CAMERON.CUTLER@SGCI



# UDOT Consultant Services Local Government Approval Memo

Memo Printed on: June 26, 2014 5:35 PM



**LG Approval Date:**

**LG PM:** Cameron Cutler

The Local Government has reviewed and approved the contract/modification documents as submitted by UDOT PM Brandon E. Anderson: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Insurance Certification, Work Schedule, Cost Proposal and sub-consultant info (if applicable).

## PROJECT INFORMATION

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## CONTACTS

### Consultant

CREAMER & NOBLE INC

35 SOUTH 400 WEST, STE 200  
ST. GEORGE, UT 84770

### Local Government

City of St George  
Cameron Cutler  
175 E 200 N  
CITY OFFICE  
ST GEORGE, UT 84770  
(435) 627-4052  
CAMERON.CUTLER@SGCITY.ORG

Digitally signed by Cameron M. Cutler  
DN: cn=Cameron M. Cutler, ou=City of St  
George, ou  
email=Cameron.Cutler@sgcity.org, c=US  
Date: 2014.06.27 08:17:14 -0600

**Local Government Signature**

**Date**

## CREAMER & NOBLE INC

Prime

### UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC53(67)	PIN:	11549	UDOT Project Manager:	Branden E. Anderson
PIN Description:	Indian Hills Drive, St. George				

### Brief Description

Creamer and Noble Engineers will provide construction engineering management services following the UDOT CEM process. The following items of work will be included in this contract:

1. Schedule and conduct a preconstruction/partnering conference prior to the commencement of construction.
2. Provide onsite inspectors during all phases of construction.
3. Maintain project files.
4. Provide data input into the PDBS System.
5. Conduct a final inspection.
6. Perform project closeout responsibilities and submit the project files to the UDOT Region Four project manager.

### Project Team

Creamer and Noble will use Landmark Testing and Engineering to provide materials testing for this project.

### Assumptions

The ours and cost are based on the following:

Construction Calendar Days = 120 days

Construction Working Days for on site inspection = 85 days

### Phasing

Phasing is not anticipated for this project.

### Fee Type

Cost plus a fixed fee as requested by the Department.

**UDOT Work Plan**

Contract Number:	NEW	Mod:			
Project Number:	F-LC 53(67)	PIN:	11549	UDOT Project Manager:	Branden E. Anderson
PIN Description:	Indian Hills Drive, St. George				

**Activity: 85C****85C Pre-Construction Review**

- Plan and Specification Review - Prior to the PS&E review meeting C&N will review the plans and if any comments are needed they will be logged to the comments and resolution form.
- PS&E Review - C&N will have a representative attend the PS&E Review Meeting.
- Field Contractor Calls - C&N will provide contractor assistance concerning questions they may have about the project prior to the bid opening.
- Pre-bid Meeting - C&N will conduct a pre-bid site showing if the contract documents include such meeting.
- Pre-construction Meeting - C&N will prepare an agenda, schedule and conduct a pre-construction/partnering meeting prior to the start of construction. The meeting will be digitally recorded and transcribed for the meeting minutes.

**Activity: 87C****87C Construction Management**

- Change Orders - The RE will work with the office manager and prepare change orders as necessary to resolve change of condition issues. If there are errors in the design, the RE will work with the design team to correct the error and, if necessary, prepare a change order to resolve the error.
- RFI's - The field engineer or inspector will respond to all RFI's in a timely manner. They will keep the design team in the loop and assure that the information delivered is in accordance with the designer's intent.
- Weekly Construction Meetings - The field engineer or RE will attend and conduct construction coordination meetings. These meetings will be held at a location designated on site or at the office of Creamer & Noble. The meetings will discuss the schedule for the coming week, any issues that have come in the past week and resolution to issues identified in prior meetings. Those invited to attend these meetings will be the RE/Field Engineer, City Project Manager, UDOT Project Manager, Testing Lab Representative, and contractor and sub-contractor superintendents and project managers.
- Partnering - As part of the weekly construction meeting time will be devoted to discuss any partnering issues that have come up. Partnering issues will be addressed at the lowest levels first and if needed escalated up the chain. In the weekly meeting we will discuss how the partnering process is working and what can be done to improve



the process. At the end of every other meeting all participants will be asked to complete a partnering evaluation for the project.

- MOT Review – Maintenance of Traffic is an important issue. C&N will work with the City and the contractor to insure that the 00555 and 01554 Special Provisions are complied with at all times.
- RE/Field Engineer Activities – The RE is responsible for the final outcome of the job. He with the assistance of the field engineer will work closely with the contractor and our inspector to assure all work is completed in compliance with the plans and specifications. Together they will monitor the contract time and work with the contractor to keep the project on schedule. The RE will report weekly with the UDOT and City PM's and keep them apprised of the project budget, scope and schedule. If the need arises for a change in scope and a change order the RE will notify the UDOT and City PM's and will not proceed with any change to the project that will increase scope or cost without first receiving written approval from each. The RE will work with the office manager to assure that all contractor certifications are collected and coordinate the input of project documentation in to Project Wise.
- Third Party Coordination –
  - ROW – C&N personnel will work closely with the contractor to assure that all work is kept within the prescribed right-of-way. Our field personnel will also keep adjoining property owners apprised of the construction schedule.
  - Utility – C&N will work with the St. George City Power and Water departments and coordinate any interference with their facilities.
  - LG – The City Public Works Department will be invited to all meetings and C&N will include the City PM on all correspondences.
- CPM Schedule Review – At least once each month the RE will review the contractor's schedule and if he sees possible delays he will get with the contractor to assist in resolving the conflicts.
- Submittal Reviews – The RE will review all submittals in a timely manner and not delay the contractor's if at all possible
- Obtain & Review as-built drawings
- Final Inspection / Walk-through / Punchlist

## Activity: 89C

### 89C Project Administration

- Project Documentation – C&N will set up and maintain, in the office managers office, a hard copy file for the project using Form C-197 as a template for the file names. All project files will transferred into ProjectWise as they are received or produced.
- Project Account (PDDBS)
  - Partial Pay Estimates / Quantities - The office manager will coordinate with the RE and FE to determine quantities to be paid and will prepare a partial estimate each month.
  - Prepare and submit final estimates - The office manager will prepare the final estimate and submit it for payment when all documentation has received from the contractor.
  - Monthly status of time reports - Will be prepared by the office manager
- Document Control -
  - Certification -C&N will set up a spread sheet of all documents and certifications that are required prior to the issuance of contractor partial payments. Payments for items will not be approved by the RE until all certification are in hand.
  - Pay Item Documentation - the inspector and field engineer will coordinate their efforts and will keep track of the quantities of each item of work completed each day. When the items are verified the quantities will be entered into the PDDBS system on a daily basis if possible.
- Civil Rights
  - Employee Interviews - The FE or inspector will conduct employee interviews with contractor and sub-contractor employees startIn within the first two weeks of construction.
  - EEO / Labor Compliance - Monitor the contractor compliance with contract documents.
  - DBE / WBE - Monitor the contractor compliance with contract documents.

## Activity: 91C

### 91C Field Inspection

- At grade inspection - prior to the hauling or placement of various surfacing materials the inspector will verify and document that the underlying surface is completed in accordance with the plans and specifications.
- Punch list verification - after the final inspection the RE will deliver to the contractor a punch list of items that need attention prior to reaching physical completion. The RE or FE will verify that the punch list items are complete prior to issuing notice of physical completion.
- Survey verification - the inspector and C&N surveyor will complete spot surveys to verify correct elevations and locations of contractor's work.
- MOT monitoring - prior to construction the inspector will familiarize himself with the MOT plan. During construction he will do daily checks of the traffic control and contractor's methods to assure compliance with the contract documents.
- Environmental Compliance - Engineer will assure that the contractor complies with all project environmental requirements.
- Field documentation
  - Daily reports - the inspector will keep a project diary and inspectors reports. At the end of each day he will provide a copy of his reports to the office manager for use in keeping PDBS updated.
  - 348's and 138's - inspector will complete embankment and UBC quantity reports as required.
  - Visual inspection reports - Visual Inspection reports will be completed when necessary.
  - Collect and assemble weight tickets - the inspector will collect weight tickets and deliver them to the office manager for his use in verifying quantities.
- Safety Compliance
  - Accident Prevention - the CEM crew will work with the contractor to do that is possible to make the work environment a safe place to be. The inspector will attend the contractor's weekly safety meetings and starting in the pre-construction meeting the RE will stress that safety is a team responsibility and encourage all team members to work to make this a safe project.

## Activity: 93C

### 93C Materials Testing

Materials testing will be completed by Landmark Engineering and Testing and will following the Departments minimum sampling and testing guidelines.

## **Activity: 95C**

### **95C Public Involvement**

- Contractor compliance - the engineer will work with the contractors PI personnel to assure that the project contract documents are complied with and that the travelling public is aware of the work taking place on the project and to make the project inconveniences as painless as possible.

## **Activity: 97C**

### **97C QC/QA Control**

- Internal & External reviews & audits - the RE and office manager will verify, independently the certifications, quantities, materials testing and other project documentation to assure the project work and documentation is compliance with the federal aid requirements.
- LG Federal-aid Oversight activities
  - UDOT staff augmentation - the RE will work with and request assistance from the Department staff if additional assistance is needed to improve QC/QA control.
- Bi-monthly process reviews - The RE will arrange with the Department staff to conduct a bi-monthly process review of all project documentation.

## **Activity: 99C**

### **99C Construction Closeout**

- Final Forms - the RE and office manager will, at physical completion, prepare the final documentation for the project. If at that time they determine that the contractor has not provided all documentation they will notify the contractor and collect said documentation.
- All project documents will be placed in the project construction folder located in ProjectWise.
- Closeout Checklist - At the conclusion of the project fileing the office manager and RE will complete c-197 final checklist form.
- Construction Closeout to RCS
- Post-construction conference - at the conclusion of the project a post construction conference will be held with the contractor, engineer, UDOT PM and City PM to discuss lessons learned, over all project outcome and what could have helped the project go more smoothly.



## UDOT Staffing Plan

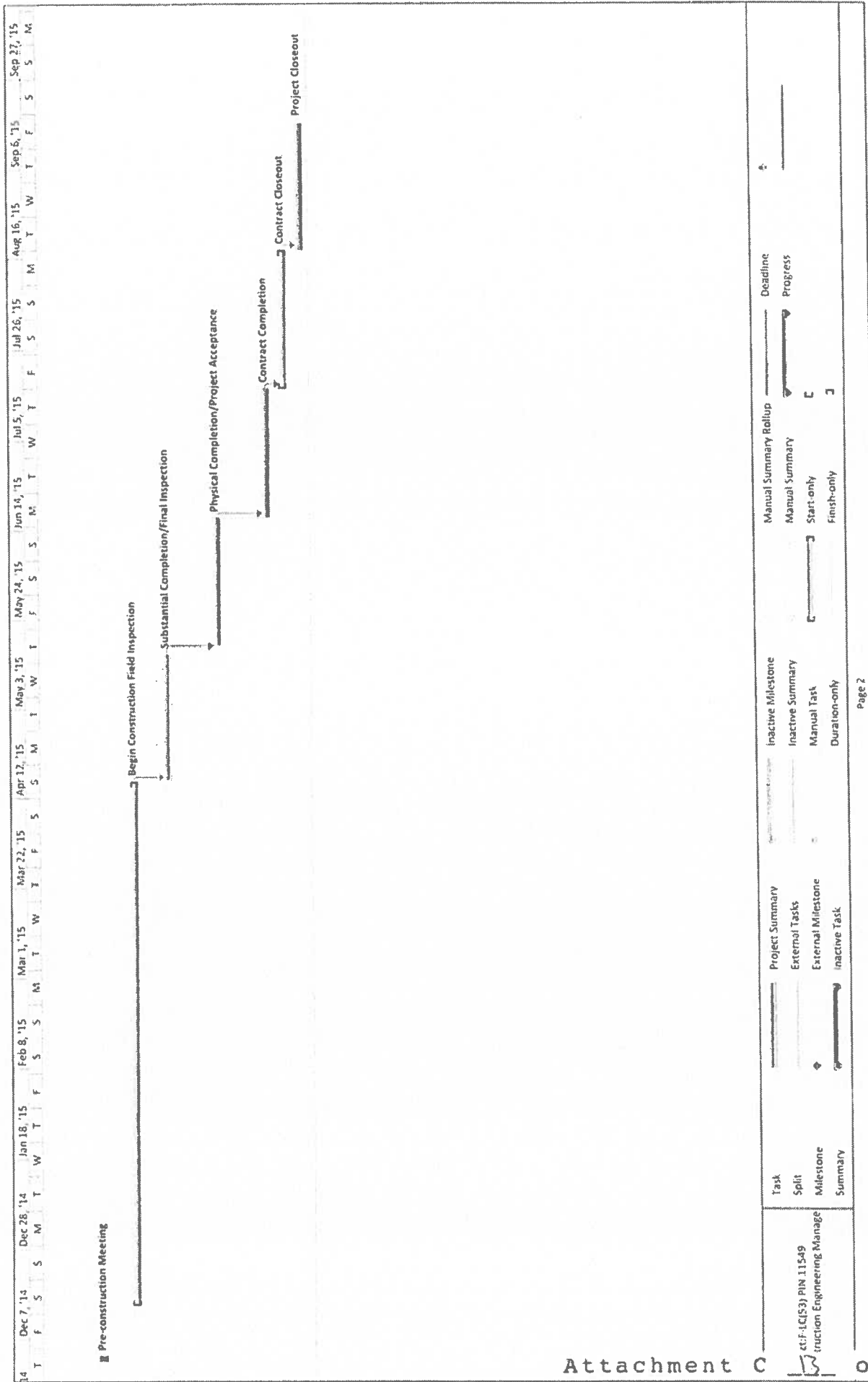
Contract Number:	NEW	Mod:	
Project Number:	F-LC53(67)	PIN:	11549
Project Location:	UDOT Project Manager: Branden E. Anderson		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
SNYDER, DANNA	RE/PROJECT MANAGER	BS CIVIL ENGINEERING/PE	UT-175703-2202	208	\$51.50	\$51.50	NTP
GILES, PHIL	FIELD ENGINEER/SENIOR ENGINEER	BS CIVIL ENGINEERING	UT-353590	114	\$41.83	\$41.83	NTP
RICKS, TAYLOR	PROJECT ENGINEER/INSPECTOR	BS CIVIL ENGINEERING	UT-7967460	274	\$34.90	\$34.90	NTP
LONG, JOHN	INSPECTOR	BS, IQPTC		776	\$26.00	\$26.00	NTP
ROUNDY, WESLEY	SURVEY CREW CHIEF/INSPECTOR	IQPTC		16	\$25.00	\$25.00	NTP
MCCARRELL, BEVERLY	ADMINISTRATIVE ASSISTANT			40	\$19.25	\$19.25	NTP
Total Hours for CREAMER & NOBLE INC:				1,428			

## Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
JENSEN, RUSSELL	INSPECTOR/OFFICE MANAGER	IQPTC		0	\$31.97	\$31.97	NTP
ITEMAN, LYNN	INSPECTOR	ASSOCIATES DEGREE; IQPTC		0	\$24.04	\$24.04	NTP

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	12/14	13/14	14/14	15/14	16/14	17/14	18/14	19/14	20/14	21/14	22/14	23/14	24/14	25/14	26/14	27/14	28/14	29/14	30/14	31/14	1/15	2/15	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	13/15	14/15	15/15	16/15	17/15	18/15	19/15	20/15	21/15	22/15	23/15	24/15	25/15	26/15	27/15	28/15	29/15	30/15	31/15	1/16	2/16	3/16	4/16	5/16	6/16	7/16	8/16	9/16	10/16	11/16	12/16	1/17	2/17	3/17	4/17	5/17	6/17	7/17	8/17	9/17	10/17	11/17	12/17	1/18	2/18	3/18	4/18	5/18	6/18	7/18	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	6/19	7/19	8/19	9/19	10/19	11/19	12/19	1/20	2/20	3/20	4/20	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	7/25	8/25	9/25	10/25	11/25	12/25	1/26	2/26	3/26	4/26	5/26	6/26	7/26	8/26	9/26	10/26	11/26	12/26	1/27	2/27	3/27	4/27	5/27	6/27	7/27	8/27	9/27	10/27	11/27	12/27	1/28	2/28	3/28	4/28	5/28	6/28	7/28	8/28	9/28	10/28	11/28	12/28	1/29	2/29	3/29	4/29	5/29	6/29	7/29	8/29	9/29	10/29	11/29	12/29	1/30	2/30	3/30	4/30	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/31	2/31	3/31	4/31	5/31	6/31	7/31	8/31	9/31	10/31	11/31	12/31	1/32	2/32	3/32	4/32	5/32	6/32	7/32	8/32	9/32	10/32	11/32	12/32	1/33	2/33	3/33	4/33	5/33	6/33	7/33	8/33	9/33	10/33	11/33	12/33	1/34	2/34	3/34	4/34	5/34	6/34	7/34	8/34	9/34	10/34	11/34	12/34	1/35	2/35	3/35	4/35	5/35	6/35	7/35	8/35	9/35	10/35	11/35	12/35	1/36	2/36	3/36	4/36	5/36	6/36	7/36	8/36	9/36	10/36	11/36	12/36	1/37	2/37	3/37	4/37	5/37	6/37	7/37	8/37	9/37	10/37	11/37	12/37	1/38	2/38	3/38	4/38	5/38	6/38	7/38	8/38	9/38	10/38	11/38	12/38	1/39	2/39	3/39	4/39	5/39	6/39	7/39	8/39	9/39	10/39	11/39	12/39	1/40	2/40	3/40	4/40	5/40	6/40	7/40	8/40	9/40	10/40	11/40	12/40	1/41	2/41	3/41	4/41	5/41	6/41	7/41	8/41	9/41	10/41	11/41	12/41	1/42	2/42	3/42	4/42	5/42	6/42	7/42	8/42	9/42	10/42	11/42	12/42	1/43	2/43	3/43	4/43	5/43	6/43	7/43	8/43	9/43	10/43	11/43	12/43	1/44	2/44	3/44	4/44	5/44	6/44	7/44	8/44	9/44	10/44	11/44	12/44	1/45	2/45	3/45	4/45	5/45	6/45	7/45	8/45	9/45	10/45	11/45	12/45	1/46	2/46	3/46	4/46	5/46	6/46	7/46	8/46	9/46	10/46	11/46	12/46	1/47	2/47	3/47	4/47	5/47	6/47	7/47	8/47	9/47	10/47	11/47	12/47	1/48	2/48	3/48	4/48	5/48	6/48	7/48	8/48	9/48	10/48	11/48	12/48	1/49	2/49	3/49	4/49	5/49	6/49	7/49	8/49	9/49	10/49	11/49	12/49	1/50	2/50	3/50	4/50	5/50	6/50	7/50	8/50	9/50	10/50	11/50	12/50	1/51	2/51	3/51	4/51	5/51	6/51	7/51	8/51	9/51	10/51	11/51	12/51	1/52	2/52	3/52	4/52	5/52	6/52	7/52	8/52	9/52	10/52	11/52	12/52	1/53	2/53	3/53	4/53	5/53	6/53	7/53	8/53	9/53	10/53	11/53	12/53	1/54	2/54	3/54	4/54	5/54	6/54	7/54	8/54	9/54	10/54	11/54	12/54	1/55	2/55	3/55	4/55	5/55	6/55	7/55	8/55	9/55	10/55	11/55	12/55	1/56	2/56	3/56	4/56	5/56	6/56	7/56	8/56	9/56	10/56	11/56	12/56	1/57	2/57	3/57	4/57	5/57	6/57	7/57	8/57	9/57	10/57	11/57	12/57	1/58	2/58	3/58	4/58	5/58	6/58	7/58	8/58	9/58	10/58	11/58	12/58	1/59	2/59	3/59	4/59	5/59	6/59	7/59	8/59	9/59	10/59	11/59	12/59	1/60	2/60	3/60	4/60	5/60	6/60	7/60	8/60	9/60	10/60	11/60	12/60	1/61	2/61	3/61	4/61	5/61	6/61	7/61	8/61	9/61	10/61	11/61	12/61	1/62	2/62	3/62	4/62	5/62	6/62	7/62	8/62	9/62	10/62	11/62	12/62	1/63	2/63	3/63	4/63	5/63	6/63	7/63	8/63	9/63	10/63	11/63	12/63	1/64	2/64	3/64	4/64	5/64	6/64	7/64	8/64	9/64	10/64	11/64	12/64	1/65	2/65	3/65	4/65	5/65	6/65	7/65	8/65	9/65	10/65	11/65	12/65	1/66	2/66	3/66	4/66	5/66	6/66	7/66	8/66	9/66	10/66	11/66	12/66	1/67	2/67	3/67	4/67	5/67	6/67	7/67	8/67	9/67	10/67	11/67	12/67	1/68	2/68	3/68	4/68	5/68	6/68	7/68	8/68	9/68	10/68	11/68	12/68	1/69	2/69	3/69	4/69	5/69	6/69	7/69	8/69	9/69	10/69	11/69	12/69	1/70	2/70	3/70	4/70	5/70	6/70	7/70	8/70	9/70	10/70	11/70	12/70	1/71	2/71	3/71	4/71	5/71	6/71	7/71	8/71	9/71	10/71	11/71	12/71	1/72	2/72	3/72	4/72	5/72	6/72	7/72	8/72	9/72	10/72	11/72	12/72	1/73	2/73	3/73	4/73	5/73	6/73	7/73	8/73	9/73	10/73	11/73	12/73	1/74	2/74	3/74	4/74	5/74	6/74	7/74	8/74	9/74	10/74	11/74	12/74	1/75	2/75	3/75	4/75	5/75	6/75	7/75	8/75	9/75	10/75	11/75	12/75	1/76	2/76	3/76	4/76	5/76	6/76	7/76	8/76	9/76	10/76	11/76	12/76	1/77	2/77	3/77	4/77	5/77	6/77	7/77	8/77	9/77	10/77	11/77	12/77	1/78	2/78	3/78	4/78	5/78	6/78	7/78	8/78	9/78	10/78	11/78	12/78	1/79	2/79	3/79	4/79	5/79	6/79	7/79	8/79	9/79	10/79	11/79	12/79	1/80	2/80	3/80	4/80	5/80	6/80	7/80	8/80	9/80	10/80	11/80	12/80	1/81	2/81	3/81	4/81	5/81	6/81	7/81	8/81	9/81	10/81	11/81	12/81	1/82	2/82	3/82	4/82	5/82	6/82	7/82	8/82	9/82	10/82	11/82	12/82	1/83	2/83	3/83	4/83	5/83	6/83	7/83	8/83	9/83	10/83	11/83	12/83	1/84	2/84	3/84	4/84	5/84	6/84	7/84	8/84	9/84	10/84	11/84	12/84	1/85	2/85	3/85	4/85	5/85	6/85	7/85	8/85	9/85	10/85	11/85	12/85	1/86	2/86	3/86	4/86	5/86	6/86	7/86	8/86	9/86	10/86	11/86	12/86	1/87	2/87	3/87	4/87	5/87	6/87	7/87	8/87	9/87	10/87	11/87	12/87	1/88	2/88	3/88	4/88	5/88	6/88	7/88	8/88	9/88	10/88	11/88	12/88	1/89	2/89	3/89	4/89	5/89	6/89	7/89	8/89	9/89	10/89	11/89	12/89	1/90	2/90	3/90	4/90	5/90	6/90	7/90	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## FEES

**COST PLUS A FIXED FEE  
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 172.07% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$12,621.12. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting



documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$209,381.68 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 11.

## UDOT Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>	
<b>Project Number:</b>	F-LC53(67)	<b>PIN:</b>	11549
<b>UDOT Project Manager:</b>	Branden E. Anderson		
<b>Project Location:</b>	Indian Hills Drive		

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
GILES, PHIL	FIELD ENGINEER/SENIOR ENGINEER	114	\$41.83	\$4,768.62
LONG, JOHN	INSPECTOR	776	\$26.00	\$20,176.00
MCCARRELL, BEVERLY	ADMINISTRATIVE ASSISTANT	40	\$19.25	\$770.00
RICKS, TAYLOR	PROJECT ENGINEER/INSPECTOR	274	\$34.90	\$9,562.60
ROUNDY, WESLEY	SURVEY CREW CHIEF/INSPECTOR	16	\$25.00	\$400.00
SNYDER, DANNA	RE/PROJECT MANAGER	208	\$51.50	\$10,712.00
Total Hours:		1,428		
Total Direct Labor:				\$46,389.22
Overhead:			172.07%	\$79,821.94
Total Direct Labor plus Overhead:				\$126,211.16
Fixed Fee:			10.00%	\$12,621.12
Burdened Labor Cost:				\$138,832.28

Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
LODGING	DAY	68.0	\$83.000	\$5,644.00
MEALS AND INCIDENTALS	DAY	51.0	\$46.000	\$2,346.00
PARTIAL M&I R4	DAY	34.0	\$34.500	\$1,173.00
BLACK/WHITE	EACH	300.0	\$0.060	\$18.00
COLOR	EACH	100.0	\$0.100	\$10.00
VEHICLE MILEAGE	MILE	3,000.0	\$0.560	\$1,680.00
Total Other Direct Charges:				\$10,871.00

Sub Consultant Costs	
Firm Name	Sub Total Cost
LANDMARK TESTING & ENGINEERING, INC	\$59,678.40
Total Sub Consultant Costs:	\$59,678.40
Total Contract Cost:	\$209,381.68

## UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(67)	PIN:	11549
Project Location:	Indian Hills Drive		
	UDOT Project Manager: Branden E. Anderson		

Employee Name	85C	87C	89C	91C	93C	95C	97C	99C	Total
SNYDER, DANNA	12	100	48	16	4	4	4	20	208
GILES, PHIL	12	24	24	42	0	4	0	8	114
RICKS, TAYLOR	0	30	104	12	0	0	8	120	274
LONG, JOHN	6	4	8	750	0	0	0	8	776
ROUNDY, WESLEY	0	0	0	16	0	0	0	0	16
MCCARRELL, BEVERLY	0	0	20	0	0	0	0	20	40

## UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(67)	PIN:	11549
Project Location:	Indian Hills Drive		
	UDOT Project Manager: Branden E. Anderson		

	85C	87C	89C	91C	93C	95C	97C	99C		Total
Firm Activity Totals:	30	158	204	836	4	8	12	176		1,428
	85C	87C	89C	91C	93C	95C	97C	99C		Total
Transaction Activity	30	158	204	836	538	8	12	176		1,962
Totals:										

# LANDMARK TESTING & ENGINEERING, INC

Sub to CREAMER & NOBLE INC

## UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC 53(67)	PIN:	11549	UDOT Project Manager:	Branden E. Anderson
PIN Description:	Indian Hills Drive, St. George				

### Brief Description

Landmark Testing & Engineering will perform the Quality Acceptance testing for the Indian Hills Drive, St. George Reconstruct Widening project. The project consists of reconstruction and widening of existing roadway and utilizes. Landmark's responsibilities include laboratory and field testing of embankment, borrow, granular borrow, backfill, untreated base course, 1/2" HMA, and concrete.

### Project Team

Landmark Testing & Engineering will be working under the direction of Creamer and Noble.

### Assumptions

There are no assumptions.

### Phasing

There are no phasing processes anticipated.

### Fee Type

Fees are based upon the estimated quantities and a unit cost per test. If production days or quantities vary, additional funding may be necessary.



## LANDMARK TESTING & ENGINEERING, INC

Sub to CREAMER & NOBLE INC

### UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC 53(67)	PIN:	11549	UDOT Project Manager:	Branden E. Anderson
PIN Description:	Indian Hills Drive, St. George				

#### Activity: 93C

##### 93C Materials Testing

- Acceptance Testing
- Field Sampling & Testing
- Lab Testing
- Off site Sampling & Testing
  - Batch Plant
  - Casting Yards
  - Material Source
- Lab Management Activities
  - Documentation
  - Lab Results
  - Internal QC
  - Coordination with RE

# LANDMARK TESTING & ENGINEERING, INC

Sub to CREAMER & NOBLE INC

## UDOT Staffing Plan

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(67)	PIN:	11549
Project Location:	UDOT Project Manager: Branden E. Anderson		

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
OWENS, RUSSELL	PROJECT MANAGER	MS CIVIL ENGINEERING	UT-180048-2202	10	\$33.70	\$124.22	NTP
GUYMON, RANDY	FIELD MANAGER	WAQTC 160498 CSTT,CTT,SRDT		30	\$31.56	\$116.33	NTP
WELLS, STEVE	LAB MANAGER	WAQTC 160994 - 4 YRS COLLEGE		20	\$28.81	\$106.20	NTP
BOWLER, KALVIN	FIELD TECHNICAIN	WAQTC 161786 CTT,DTT,SRTT, IQP		426	\$23.00	\$84.87	NTP
KOUNALIS, RAY	SUPPORT TECHNICIAN	WAQTC 161516 ASTT,CSTT,SRDT		32	\$21.00	\$77.41	NTP
ROBERTS, TAMMY	CLERICAL STAFF			16	\$17.00	\$62.66	NTP
Total Hours for LANDMARK TESTING & ENGINEERING, INC:				534			

Landmark

## UDOT Cost Proposal

Contract Number:	NEW	Mod:		
Project Number:	F-LC53(67)	PIN:	11549	UDOT Project Manager: Branden E. Anderson
Project Location:	Indian Hills Drive			
Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BOWLER, KALVIN	FIELD TECHNICIAN	426	\$84.87	\$36,154.62
GUYMON, RANDY	FIELD MANAGER	30	\$116.33	\$3,489.90
KOUNALIS, RAY	SUPPORT TECHNICIAN	32	\$77.41	\$2,477.12
OWENS, RUSSELL	PROJECT MANAGER	10	\$124.22	\$1,242.20
ROBERTS, TAMMY	CLERICAL STAFF	16	\$62.66	\$1,002.56
WELLS, STEVE	LAB MANAGER	20	\$106.20	\$2,124.00
Total Hours:		534		
Total Direct Labor:				\$46,490.40
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
ASPHALT CONTENT/GRADATION	EACH	16.0	\$100.000	\$1,600.00
COMPRESSIVE STRENGTH SETS	EACH	15.0	\$48.000	\$720.00
CORES-THICKNESS/DENSITY	EACH	60.0	\$20.000	\$1,200.00
GYRO SPECIFIMENS (SET)	EACH	12.0	\$160.000	\$1,920.00
MAX. THEORETICAL DENSITY, RICE	EACH	12.0	\$80.000	\$960.00
MOISTURE DENSITY RELATIONSHP	EACH	18.0	\$100.000	\$1,800.00
PLASTICITY INDEX	EACH	18.0	\$50.000	\$900.00
SIEVE ANALYSIS	EACH	58.0	\$50.000	\$2,900.00
MILEAGE	MILE	2,160.0	\$550	\$1,188.00
Total Other Direct Charges:				\$13,188.00
Total Cost for LANDMARK TESTING & ENGINEERING, INC:				\$59,678.40

# LANDMARK TESTING & ENGINEERING, INC

Sub to CREAMER & NOBLE INC

## UDOT Hours Derivation

Contract Number:	NEW	Mod:	
Project Number:	F-LC53(67)	PIN:	11549
Project Location:	Indian Hills Drive		
	UDOT Project Manager: Branden E. Anderson		

Employee Name	93C																			Total
OWENS, RUSSELL	10																			10
GUYMON, RANDY	30																			30
WELLS, STEVE	20																			20
BOWLER, KALVIN	426																			426
KOUNALIS, RAY	32																			32
ROBERTS, TAMMY	16																			16

Landmark





**Insurance**

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	10/15/2014	COLORADO CASUALTY	BAO53255911	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	10/15/2014	HOUSTON CASUALTY CO	USO1353255911	\$2,000,000	\$2,000,000	N
GENERAL LIABILITY	N	10/15/2014	CNA INS CO	2068980091	\$2,000,000	\$4,000,000	Y
PROFESSIONAL LIABILITY	N	1/22/2015	CONTINENTAL CASUALTY CO	AEH288320516	\$5,000,000	\$5,000,000	N
VALUABLE PAPERS	N	10/15/2013	CNA INS CO	2068980091	\$100,000	\$0	N
WORKERS COMPENSATION	N	1/1/2015	WORKERS COMPENSATION FUND	1125960	\$500,000	\$0	N

**DRAFT**Agenda Item Number : **6G**

## Request For Council Action

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**Date Submitted** 2014-07-28 12:56:12**Applicant** Jay Sandberg**Quick Title** Warner Draw Watershed Work Plan**Subject** Consider approval of an updated agreement between St. George City and the United States Department of Agriculture "Natural Resource Conservation Service (NRCS).

**Discussion** The Washington County Flood Control Authority has been added as an entity to the attached agreement and will assume responsibility for the Operation and Maintenance of the Stucki, Gypsum, and Warner Debris basins. Washington City, as a member of the Washington County Flood Control Authority, performs routine and ongoing maintenance on the basins. The outflow and emergency spillways for the Stucki, Gypsum, and Warner Debris Basins flow through Washington City and St. George City. The NRCS is funding detailed studies and analysis to determine what is needed to rehabilitate and upgrade the basins from rural/agricultural standard to residential standard. The cost of the improvements that are needed will come from various sources, including the NRCS and Washington County Flood Control Authority. It is anticipated that work will begin on the Gypsum basin in 2015. The NRCS is requiring that the Watershed Work Plan agreement be updated prior to moving forward with final design.

**Cost** \$NA

**City Manager Recommendation** One of the benefits of the Flood Authority is to share these type of costs for facilities that effect multiple jurisdictions. Recommend approval as these basins play an important part of our flood control strategy.

**Action Taken****Requested by** Cameron Cutler**File Attachments** [Warner Draw Watershed Supp Work Plan 3 NCRS Agr.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Warner Draw Watershed Supp Work Plan 3 NCRS Agr.pdf](#)

**WARNER DRAW  
SUPPLEMENTAL WATERSHED WORK PLAN AGREEMENT #3**

between the

Washington County Flood Control Authority

St. George and Washington Canal Company

Bloomington Canal Company

St. George-Clara Field Canal Company

Bench Lake Irrigation Company

Dixie Conservation District

St. George City

Ivins City (formerly known as Ivins Town)

Hurricane City

Washington County

Hurricane Canal Company

(hereinafter referred to as the Sponsoring Local Organization)

and the

United States Department of Agriculture – Natural Resources Conservation Service

(hereinafter referred to as the Service)

---

Whereas, the Watershed Work Plan Agreement for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named therein and the Service became effective on the 19th day of December 1969; and

Whereas, Supplemental Watershed Work Plan Agreement Number 1 for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named herein and the Service, became effective on the 4th day of November 1971; and

Whereas, Supplemental Watershed Work Plan Agreement Number 2 for Warner Draw Watershed , State of Utah , executed by the Sponsoring Local Organization named herein and the Service, became effective on the 13th day of November 1975; and

Whereas , in order to carry out the Watershed Work Plan for said watershed, it has become necessary to modify said Watershed Work Plan Agreement as supplemented; and

Now, therefore, the Sponsoring Local Organization and the Service hereby agree upon the following modifications of and additions to the Sponsoring Local Organization of said watershed work plan and watershed work plan agreement as supplemented:

1. The entities listed below are deleted as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
  - a. Washington County
  - b. Bloomington Canal Company (company dissolved)
  - c. St. George-Clara Field Canal Company (company dissolved)
  - d. Bench Lake Irrigation Company (company dissolved)
2. The entities listed below are added as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
  - a. Washington County Flood Control Authority (WCFCA)
  - b. Hurricane City
3. All of the entities listed below shall have full rights and representation as members of the Sponsoring Local Organization for the Warner Draw Watershed Work Plan and Watershed Work Plan Agreement:
  - a. Dixie Conservation District
  - b. St. George City
  - c. Ivins City (formerly known as Ivins Town)
  - d. Hurricane Canal Company
  - e. Washington County Flood Control Authority (WCFCA)
  - f. Hurricane City

The Sponsoring Local Organization and the Service hereby agree upon the following modifications of and additions to the terms, conditions, and stipulations of said Watershed Work Plan as supplemented:

- a. The Sugarloaf debris basin and diversion are deleted because land rights and environmental compliance elements could not be carried out for the planned site area. This results in a remaining potential damage from a 100 year storm to residential and business property as well as roads and bridges in the city of St. George. These damages were quantified in the original watershed plan. Since the plan was originally written, a much greater area has been developed.
- b. The Red Hills Diversion is deleted. It was designed to channel the 100 year storm flow of 432 cubic feet per second (cfs) into the City Creek channel. Due to commercial and residential development, the maximum flow that the City Creek Channel below the golf course will take without flooding is 130 cfs. This drainage is also limited by culverts within the golf course that will only carry 22 cfs and the golf course pond spillway which will carry 159 cfs. Estimated storm flows from a 100 year storm in the City Creek drainage are 860 cfs (uncontrolled drainage, 825 cfs and city Creek debris basin, 35 cfs).

- c. The Golf course and Golf Course North debris basins are deleted. A road has been built across the site of the Golf Course North debris basin. This road may serve as a debris basin for smaller storms but was not designed according to NRCS standards and therefore is not considered as a deterrent to flooding.
- d. Construction of the Golf Course and Golf Course North debris basins according to the plan would only decrease the flow by 192 cfs leaving a flow much larger than the city Creek Channel will carry in its present state.
- e. The original preliminary location for the Ivins debris basin has been deleted. An on-site investigation of that original location showed the site was not suitable and additional diversions and a concrete disposal pipeline performed the functions of the debris basin.  
*Note: Six separate basins were constructed for Ivins City flood prevention benefits.*
- f. The Blue Bowl debris basin and the St. George-Clara Fields irrigation system improvement are deleted. This deletion was requested by the St. George-Clara Fields Canal Company. The section of the canal planned for improvement is no longer in existence. The debris basin would have protected this canal.
- g. The wells and irrigation system improvements planned for the Bloomington Canal Company are deleted. The area has been turned into housing developments and horse pastures.
- h. Failure to construct the wells and irrigation system improvements reduced the net returns to cropland during the period it remained in cropland.
- i. The Washington Fields drainage system is deleted due to increasing costs and adverse environmental effects. Failure to construct the drainage system resulted in a reduction in net returns to cropland.
- j. The works of improvement planned to be built by the St. George and Washington Canal Company, the Bench Lake Irrigation Company, the St. George-Clara Field Canal Company and the Bloomington Canal Company have been deleted by this supplement as these entities are deleted from the Sponsoring Local Organization.
- k. The Washington County Flood Control Authority shall assume Operation and Maintenance responsibilities for the following Flood Prevention Structural Measures:
  - i. Stucki Debris Basin
  - ii. Gypsum Wash Debris Basin
  - iii. Warner Draw Debris Basin
- l. For flood prevention structural measure upgrades proposed through authority of the Watershed Rehabilitation Program, as amended by Section 313 of Public Law 106-472, the Sponsoring Local Organization agree that only the entity of the Sponsoring Local Organization responsible for carrying out operation and maintenance activities for said



flood prevention measures (and appurtenances) would be required to sign subsequent watershed work plan supplements and any associated agreements with the Service for that specific rehabilitation work. Therefore, the following entities of the Local Sponsoring Organization would be the only required signatory for watershed work plan supplements and associated agreements with Service for the flood prevention structural measures as outlined below:

- i. WCFCFA for Stucki Debris Basin
- ii. WCFCFA for Gypsum Wash Debris Basin
- iii. WCFCFA for Warner Draw Debris Basin
- iv. Ivins City for Ivins Dams 1-6
- v. St. George City for City Creek Debris Basin
- vi. Hurricane City for Frog Hollow Debris Basin

The Sponsoring Local Organization and the Service further agree to all other terms, conditions and stipulations of said Watershed Work Plan Agreement not modified herein.

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsoring Local Organization hereby agree on this Supplemental Watershed Plan Agreement #3

#### Signatures

<b>Sponsoring Local Organization: Dixie Conservation District</b>	
By: _____	
Title: Chair	
Date: _____	
Address: 335 West Center Street, Veyo, UT.	Zip Code: 84782
<i>The signing of this plan was authorized by a resolution of the governing body of the <u>Dixie Conservation District</u> adopted at a meeting held on _____.</i>	
_____ Address <u>335 West Center Street, Veyo, UT.</u> Zip Code <u>84782</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: St. George City</b>	
By: _____	
Title: Mayor	
Date: _____	
Address: 175 E. 200 N. St. George, UT.	Zip Code: 84770
<i>The signing of this plan was authorized by a resolution of the governing body of the <u>St. George City</u> adopted at a meeting held on _____.</i>	
_____ Address <u>175 E. 200 N. St. George, UT.</u> Zip Code <u>84770</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: Ivins City</b>	
By: _____	
Title: Mayor	
Date: _____	
Address: 55 N. Main St., Ivins, UT.	Zip Code: 84738
<i>The signing of this plan was authorized by a resolution of the governing body of the <u>Ivins City</u> adopted at a meeting held on _____.</i>	
_____ Address <u>55 N. Main St., Ivins, UT.</u> Zip Code <u>84738</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: St. George and Washington Canal Company</b>	
By: _____	
Title: President	
Date: _____	
Address: 533 Waterworks Drive, St George, UT.	Zip Code: 84770
The signing of this plan was authorized by a resolution of the governing body of the <u>St. George and Washington Canal Company</u> adopted at a meeting held on _____.	
_____ Address <u>533 Waterworks Drive, St George, UT.</u> Zip Code <u>84770</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: Hurricane Canal Company</b>	
By: _____	
Title: President	
Date: _____	
Address: 42 S. 850 W., Hurricane, UT.	Zip Code: 84737
The signing of this plan was authorized by a resolution of the governing body of the <u>Hurricane Canal Company</u> adopted at a meeting held on _____.	
_____ Address <u>42 S. 850 W., Hurricane, UT.</u> Zip Code <u>84737</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: Washington County Flood Control Authority</b>	
By: _____	
Title: Chair	
Date: _____	
Address: 197 East Tabernacle St., St. George, UT.	Zip Code: 84770
<i>The signing of this plan was authorized by a resolution of the governing body of the <u>Washington County Flood Control Authority</u> adopted at a meeting held on _____.</i>	
_____ Address <u>197 E. Tabernacle St, St. George, UT 84770</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: Hurricane City</b>	
By: _____	
Title: Mayor	
Date: _____	
Address: 147 N. 870 W., Hurricane, UT.	Zip Code: 84737
<i>The signing of this plan was authorized by a resolution of the governing body of the <u>Hurricane City</u> adopted at a meeting held on _____.</i>	
_____ Address <u>147 N. 870 W., Hurricane, UT. Zip Code 84737</u>	
Secretary [or other Title]	
Date: _____	

<b>Sponsoring Local Organization: Washington County</b>	
By: _____	
Title: County Commission Chair	
Date: _____	
Address: 197 East Tabernacle St., St. George, UT.	Zip Code: 84770
<i>The signing of this plan was authorized by a resolution of the governing body of <u>Washington County</u> adopted at a meeting held on _____.</i>	
_____ Address <u>197 East Tabernacle St., St. George, UT.</u> Zip Code <u>84770</u>	
Secretary [or other Title]	
Date: _____	

<b>USDA-Natural Resources Conservation Service (NRCS)</b>	
Approved By: _____	
<b>DAVID C. BROWN</b>	
Title:	NRCS State Conservationist
Date:	_____



**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
JUNE 5, 2014, 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

Mayor Jon Pike  
Councilmember Gil Almquist  
Councilmember Jimmie Hughes  
Councilmember Joe Bowcutt  
Councilmember Bette Arial  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez

**EXCUSED:**

Councilmember Michele Randall

**OPENING:**

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Almquist and the invocation was offered by Reverend Alex Wilkie.

Mayor Pike introduced Lynnette Hiskey who presented the City with the Governor's Leadership in the Arts Award. A video was shown outlining what the City has done in support of the arts community.

Mayor Pike introduced Bobbi WanKier and Paul Jensen to speak.

Ms. WanKier and the Southern Utah Art Guild thanked the Mayor and Council for supporting the arts by hosting the Red Cliff Gallery at the City Commons building.

Paul Jensen stated that there are over 170 pieces of art being shown at the gallery.

Leisure Services Director Kent Perkins mentioned that there are many service clubs that support the community tremendously.

Ken Sizemore, representing all Rotary Clubs in St. George, presented the City with a check for \$5,400 to install netting around the Futsal Courts at Snow Park.

Russell Mitchell with the Kiwanis Club stated that they intend to support the All Abilities Park financially as well as in other ways.

Tim Murray with the Dixie Elks Lodge stated that they are partnering with the City for the Smart Start program.

Jimi Kestin and Shonie Christensen with the Exchange Club presented the City with a check for \$70,000 for the All Abilities Park.

Mayor Pike thanked the service clubs for their donations and for all that they do for the community.

**COMMENTS FROM THE PUBLIC:**

Mayor Pike explained the rules for the public comment portion of the agenda.

Donald Rawlings, resident, stated that he is acquainted with Barney Seegmiller. He likes the idea of what is happening with the Hela Seegmiller Historic Farm.

Jenny Larsen stated that she and her husband own and operate Urban Renewal. She mentioned that many friends, downtown business owners and residents share in her concern with the direction that downtown St. George is heading. She believes that poor choices can destroy the historic district. She and others have formed a new organization named Downtown St. George Redevelopment Council. Their first meeting will be held tonight at Urban Renewal. They propose to submit plans outlining what they would like to see happen in the historic district the first week of September. Additionally, they would like the City to halt all projects in the historic district until that time. A petition with 1,200 signatures was submitted to the Mayor and City Council as well as a letter signed by the majority of the business owners in the historic district.

Christine Oravec, resident, stated that she is concerned with the buildings downtown, historic preservation and the fate of the old JCPenney building. She believes that architecture is a form of art. Having a building with a second story parking garage or a second story for any other use will reduce the artistic value of the building and diminish the charm of downtown.

Brooks Pace, owner of the building that Urban Renewal leases, stated that 40 years ago, the downtown area was decrepit. Since that time, the City has fought to save every historic building.

Mayor Pike showed the rendering of Mr. Pace's proposed project.

Mr. Pace explained what his vision is with regard to this project. He does not understand why the battle is taking place. He explained that Urban Renewal has a 5-year lease in which they cannot be disturbed, therefore, nothing can happen for three and a half years. He offered the Larsen's free rent while they are inconvenienced and half rent while the parking structure is being built. Public opinion has been 5/1 in support of this project.

Nicki Richards, with the Downtown Merchant group, stated that she owns and operates two businesses in the downtown area. Both sides of this issue have genuine, sincere concerns for the future of downtown. All involved want to see what is best for the downtown area. She met with many of the business owners in the downtown area who stated that they believed the building was going to be torn down for a parking garage which is not the intent of Brooks Pace.

Nathan Watkins stated that he owns 3 businesses downtown and has for the past ten years. He hopes that everyone can come together and find a compromise. He has nothing but great things to say about the City, they have done a great job in planning the downtown area. There is limited retail space downtown. He would like to see Urban Renewal stay, however, he would also like to see additional retail space. As a business owner, it is a privilege to be in the downtown area.

Tiffany Taylor represented Judd's Store and the Green Gate Village. She supports a pause so they have a better understanding of what is going on downtown. **In 1981, Judd's Store and the historic home surrounding the store were ~~was~~ marked for demolition but it was saved and restored. There is a way to beautify downtown and continue it. There is something very special, specific and historical in the downtown area. As a landowner and business owner, she can see all of the sides. There is a fine balance and the downtown merchants can come together to preserve that for the future. ~~She believes that historic buildings do not need to be torn down, they can be restored.~~**

Mayor Pike explained that there is a well-defined process for this type of project that has been in effect since 1988. He hopes that all parties can come together to find a compromise.

**FEE WAIVER:**

**Consider a request for a fee waiver for the use of the Dixie Sunbowl and street closure for the 1<sup>st</sup> Annual Flag Retirement Ceremony and Military Tribute. Sgt. Joe Bowcutt, applicant.**

Councilmember Bowcutt recused himself from the discussion.

Sgt. Joe Bowcutt, with the Army National Guard stated that they have teamed up with local groups to have a flag retirement ceremony and military tribute at the Dixie Sunbowl on June 14, 2014. He asked the Council to waive the fee for the use of the Dixie Sunbowl for this event.

**MOTION:** A motion was made by Councilmember Arial to waive the fee for the use of the Dixie Sunbowl and street closure.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **FINANCIAL REPORT:**

**Consider approval of the financial report for April 2014.**

City Manager Gary Esplin advised that departments continue to be within budget and revenues are greater than budgeted.

**MOTION:** A motion was made by Councilmember Almquist to approve the financial report for April 2014.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **AWARD OF BID:**

**Consider award of bid for the Tonaquint Nature Center expansion grading.**

Purchasing Manager Connie Hood advised that the low bidder was Progressive Contracting, a local vendor, in the amount of \$56,399.20 which is under the engineer's estimate.

City Manager Gary Esplin explained that the project includes moving dirt behind the Tonaquint Nature Center to the other side of the River where there was erosion damage.

**MOTION:** A motion was made by Councilmember Hughes to approve the bid for \$56,399.20 to Progressive Contracting.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye



The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for the HVAC system at the Recreation Center.**

Purchasing Manager Connie Hood advised the HVAC system at the Recreation Center needs to be replaced. It is recommended to purchase the unit from Trane for \$66,850.

**MOTION:** A motion was made by Councilmember Almquist to approve the purchase from the Turnkey unit from Trane in the amount of \$66,850.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Councilmember Almquist asked Ms. Hood to explain that subcontractors are not seen by the City.

Ms. Hood explained that the City does not deal with the subcontractors directly rather, they are hired by the primary contractor.

**PUBLIC HEARING/AMENDED FINAL PLAT/ORDINANCE:**

**Public hearing to consider approval of an amended final plat for the Blackberry Court Subdivision to merge lots 2 and 3 into one lot and vacate the public utility easement between said lots. Brandon Anderson, applicant.**

Todd Jacobsen presented the final plat amendment for the Blackberry Court subdivision. The purpose of amending the final plat is to merge lots 2 and 3 into 1 lot and vacate the public utility easement located between said lots. Both lots are owned by the same individual

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Almquist to approve the final plat amendment for the Blackberry Courts subdivision for Brandon Anderson for the purpose of vacating the public utility easement between lots 2 and 3.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/AMEND CITY ZONING REGULATIONS/ORDINANCE:**

**Public hearing to consider an amendment to the City Zoning Regulations, Title 10, Section 10-19-4.2, to provide a 25% parking reduction in the required number of parking spaces for Dixie State University off-campus housing. City of St. George, applicant.**

City Manager Gary Esplin advised this was discussed at a previous meeting. This ordinance would allow a 25% reduction in the amount of the current parking required under the ordinance if certain conditions are met.

Bob Nicholson stated that the current parking is one space per student or occupant. A request came in from student housing developers that asked for a reduction. If the housing development is in the boundaries, the reduction would state that no more than 75% of the residents can possess a vehicle. Mr. Nicholson read portions of the proposed ordinance.

Mayor Pike opened the public hearing.

CK Stratford stated that he lives in the Georgetown condos which does not house any students. He inquired how the proposed ordinance will affect that neighborhood.

Mayor Pike explained that this proposal is only for new building in the specified area.

Mayor Pike closed the public hearing.

**MOTION:** A motion was made by Councilmember Bowcutt to amend the City Zoning Regulations, Title 10, Section 10-19-4.2 to provide a 25% parking reduction in the required number of parking spaces within the pedestrian emphasis area.

**SECOND:** The motion was seconded by Councilmember Arial.  
**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:**

**Public hearing to consider an amendment to the Planned Development zone for The Ledges to designate two areas on the east side of highway U-18 to allow for short term residential rentals. Gilbert Jennings, applicant.**

Bob Nicholson stated there are other short term rentals in the City. He explained the criteria for being able to offer short term rentals. The Ledges development has met all requirements. Three letters were received regarding the request. The Planning Commission took the letters into consideration and has recommended approval.

Mayor Pike opened the public hearing.

Ed Baca, citizen, stated that this request takes away the vagueness and ambiguities that exist in code enforcement. This will help with citizens understand which areas allow this type of rental.

Stacy Young who represents the applicant stated that the intent is to create a resort component at The Ledges. Short term rentals have been the plan all along.

Mayor Pike closed the public hearing.

City Manager Gary Esplin explained that staff was concerned with open space component. The applicants have adequately shown that the open space is greater than originally planned.



**MOTION:** A motion was made by Councilmember Arial to approve the amendment to the Planned Development zone for The Ledges to allow for short term residential rentals.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/AMEND PLANNED DEVELOPMENT COMMERCIAL ZONE/ORDINANCE:**

**Public hearing to consider an amendment to the Planned Development Commercial zone for Stephen Wade Chevrolet at 150 West Hilton Drive to make various changes to the front of the building to accommodate Toyota Corporation's design proposal. Stephen Wade, applicant.**

Ray Snyder presented a request to amend the Planned Development Commercial zone for Stephen Wade Chevrolet. He stated that the request is to modify the building's front facade to accommodate the Toyota Corporation's design proposal. Toyota is requesting a change to the existing exterior materials to conform to a new standardized corporate design, materials and colors scheme. This includes a backlit entry portal.

Bill Western, architect, asked the Council to look at the request in two parts. First is the facade that Toyota would like all dealerships to have. Second is the entry portal which will be a back lit portal and is on all new Toyota dealerships.

Councilmember Almquist stated that although the proposed facade looks nice, he does not know if it meets the criteria set in the area.

Stephen Wade stated that Toyota is a wonderful company who has said that they will conform with what the City Council wants done. He would like to see the portal approved since it differentiates the dealership from others.

Councilmember Bowcutt commented that when this item was heard at the Planning Commission it was presented as one decision.

City Manager Gary Esplin advised that the Planning Commission is only a recommending body. The City Council can do what they feel is best for the City. Their action may have been different if the request was split in two.

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

Mayor Pike reopened the public hearing.

Mr. Stratford stated that he is in the film industry so he notices lights. He asked what direction the lights will be facing.

Mayor Pike stated the lights would be facing the freeway. He then closed the public hearing.

City Manager Gary Esplin clarified that the City has an ordinance for candle power that is allowed. This light is significantly less than what the ordinance allows.

**MOTION:** A motion was made by Councilmember Almquist to deny the request to change the facade on the current building and approve the backlit Toyota insignia sign.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/AMEND FINAL PLAT/ORDINANCE:**

**Public hearing to consider approval of an amended final plat for the Bloomington Knolls Townhomes Phase 2 Amended #3 to remove two proposed townhome units and revert back to common area. Ried Pope, applicant.**

Todd Jacobson presented a request to amend the final plat for the Bloomington Knolls Townhomes Phase 2 Amended #3 located at 1050 E Brigham Road, zoning is PD-R. He explained that in 2008 lots 74 & 75 were added to the final plat. The applicant is proposing to revert those lots back to common area for tennis courts and a swimming pool.

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Hughes to amend the final plat for the Bloomington Knolls Townhomes Phase 2 Amended #3 to remove lots 74 & 75 and revert them back to common area.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/VACATE PUBLIC UTILITY EASEMENT AND ADJUST LOT LINE/ORDINANCE:**

**Public hearing to consider approval to sell City property, vacate a public utility easement and adjust the lot line for a parcel of land lying westerly of lot 39 of the Bloomington Hills No. 3 subdivision. Warren Black, applicant.**

Todd Jacobsen presented the request to sell City property and also to vacate a public utility easement and adjust the lot line for lot 39 of the Bloomington Hills No. 3 subdivision. The parcel is 83 feet in length and varies from 8 feet to 9.48 feet in width. This area will be retained by the City as a public utility easement except for the area located easterly of the existing wall where the applicant would like to build a garage.

City Manager Gary Esplin stated that the City has no use for the property and believes that \$1 per square foot is what has been charged for other parcels in the area.

Mayor Pike opened the public hearing.

Mr. Baca inquired how the price for purchasing City property is established. Additionally, he inquired what is the acceptable form of compensation for such property.

City Manager Gary Esplin advised that the value is set by determining if anyone else can use the property. If so, the City has the land appraised. If the property cannot be used by anyone else, the City has always valued the land at \$1 per square foot. As for the compensation, the City will accept either goods, services or currency as long as what is received equates to the same value that is being asked for the property.

Councilmember Hughes stated that a similar situation happened with him and a neighbor who wanted to build a wall. The City is not trying to make money therefore he believes the \$1 per square foot makes sense.

Richard Hutchins, resident, commented that the value to the City is \$0. The law requires consideration in exchange of the property. If other property owners were aware of this benefit, it may facilitate productive use of otherwise abandoned land.

Mayor Pike closed the public hearing.

**MOTION:** A motion was made by Councilmember Arial to approve the sale of City property, vacate a public utility easement and adjust the lot line for lot 39 of the Bloomington Hills No. 3 subdivision for \$1.00 per square foot.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **PUBLIC HEARING/2014-2015 FISCAL YEAR BUDGET:**

##### **Public hearing to receive public input on the 2014-2015 fiscal year budget.**

City Manager Gary Esplin advised that although state law requires municipalities to hold one public hearing for the proposed budget, the City has two.

Mayor Pike thanked all staff who spent numerous hours on the budget process. He opened the public hearing.

Mr. Hutchins mentioned that City entry monuments cannot be read while driving down the road. He was amazed at how much money was spent on the monuments as he was informed that each monument cost \$20,000. He believes someone on the Council is friends with the monument maker and that the monuments do not benefit the citizens. The budget needs to reflect the best interest of the City. He read in today's paper that the budget includes salary increases. He believes that is ridiculous to have salaries to be compared other Cities.

Mayor Pike explained that the City competes for employees like any other business. With regard to rate increases, IHC performs a market survey just as the City does. Over the last 5 years, the City has not been able to give raises and has lost good employees who have gone to other municipalities. Additionally, he does not want to pay employees unfairly. It costs more to retrain new employees than it does retain them.

Mr. Hutchins stated that employees may go elsewhere, but they can be replaced.

Councilmember Hughes commented that giving raises boost employee moral. The City does not want to lose good employees.

Councilmembers Almquist stated that employees are part of the community. He has seen many employees volunteering at different areas throughout the City. He commented that



the City Manager watches the budget closely. This is the best solution to pay the employees fairly.

Councilmember Bowcutt stated that every business has many assets. The City's greatest asset is its employees.

Mr. Baca stated he feels that this budget is one of the best presented. He appreciates the time that all involved have taken to prepare and process the budget, especially the City Manager.

Mayor Pike closed the public hearing.

#### **2014 JUSTICE ASSISTANCE GRANT:**

##### **Consider approval of the 2014 Justice Assistance Grant for the Police Department.**

City Manager Gary Esplin stated that part of the grant requirement is to give the public a chance to give comment. The grant funds will be used to purchase new computers.

Mayor Pike opened the floor for public comment. There was no public comment.

City Attorney Shawn Guzman advised that this item is an interlocal agreement as well since the grant is given to the County which is then given to the City.

**MOTION:** A motion was made by Councilmember Hughes to approve the 2014 Justice Assistance Grant for the Police Department.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **INTERLOCAL AGREEMENT/RESOLUTION:**

##### **Consider approval of a resolution to enter into an Interlocal Agreement for distribution of RAP tax funds.**

City Manager Gary Esplin advised that the ballot for County election this November may include asking residents whether or not they should institute a RAP tax. If the RAP tax passes, this agreement will dictate how the funds are distributed.

Mayor Pike stated that this item has been carefully discussed for the past several months. If the agreement is approved and voters approve the RAP tax, funds can be used to improve recreation facilities and assist arts organizations.

Councilmember Almquist explained that this is preliminary to the election. The RAP tax will give the City the opportunity to expand projects.

**MOTION:** A motion was made by Councilmember Almquist to approve the resolution to enter into the interlocal agreement and to approve the interlocal agreement which determines the distribution of the funds.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist - aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

**APPEAL OF BUSINESS LICENSE REVOCATION:**

**Hear an appeal of the revocation of the business license from Mike's Smoke, Cigar & Gifts located at 1973 West Sunset Boulevard.**

City Attorney Shawn Guzman stated that this item is a hearing of an appeal of the revocation of the business license from Mike's Smoke, Cigar & Gifts. The license was revoked for violating St. George City Code 3-9-5. He then read excerpts from the code.

Deputy City Attorney Paula Houston presented the Councilmembers with Exhibits A-F. Exhibit A contains the letter sent to the owner's of Mike's Smoke, Cigar & Gifts stating that the City issued an order of revocation and termination of business license. The license was revoked because of the plea of Kyle Best for possession of a controlled substance with the intent to distribute. Exhibit B contains a copy of St. George City Code 3-9-5 outlining the requirements for the revocation. Exhibit C contains the amended information that charged Mr. Best with the crime of possession or use of a controlled substance with intent to distribute (spice). Exhibit D contains Mr. Best's statement which he signed and entered into the plea agreement. Exhibit E contains the certified court docket showing a plea has been entered into. Mr. Best plead no contest on March 4, 2014. St. George City Code 3-9-5 states "A. The city may suspend, revoke, or terminate the business license of a business which is operating as a tobacco sales business if: 1. The licensee, owner, or operator: b. Violates any alcohol or drug related offenses, regulations restricting the sale of distribution of tobacco products or tobacco paraphernalia, or an felony offenses under any provision of federal, state, or local law." In this case, as manager of the store, Mr. Best was the operator. The code also states: "2. While on the business premises, an employee violates: a. Any laws or regulations related to alcohol or controlled substances." This case falls under both provisions. The Council must decide if the Business License Officer made the correct decision in revoking the business license. The amended information states that the charges are against Mr. Best and are considered a Class A Misdemeanor. The offense occurred on or about January 11, 2013. Exhibit F contains an affidavit from the County Prosecutor which states that this offense occurred at the Mike's Smoke Shop in St. George. Mr. Best signed a statement listing the crimes he was charged with. She read excerpts from the statement. The statement includes a certificate by Mr. Best's counsel as well as the prosecutor certifying that the facts establish the commission of a crime. The court docket is a certified docket and contains the entire history of the case. Ms. Houston read excerpts from the certified docket. Looking at the facts and statements, including the admission that a violation occurred, the revocation letter was sent out based on Mr. Best's no contest plea. State law states that a no contest plea indicates the accused does not challenge the charges and the information or indictment and, if accepted by the court, shall have the same effect as a guilty plea. Ms. Houston asked the Councilmembers to uphold the order.

Councilmember Almquist inquired if Mr. Best is currently employed.

Ms. Houston stated that she did not know. In this case, it would not matter as far as the revocation.

Councilmember Arial inquired if the charge was against the manager or the store.

Ms. Houston replied that the charge was against Mr. Best, the store's manager, however, City code states that if a manager commits a violation, the store loses its license. The owner is responsible for the behavior of their employees on their premises.

Ryan Holdaway, attorney for Mike's Smoke, Cigar and Gifts, stated that on January 28, 2013, a revocation letter was sent to his client which was appealed. The basis of that revocation letter was the sale of reborn by Mr. Best. In July 2013 the City Council revoked



the license. An appeal was taken to the district court for judicial review. A stipulation between the City and Mike's Smoke Shop was reached in August 2013. He provided a handout of the stipulation. One condition was that the smoke shop would no longer sell these types of products and would conform the products sold in the store more closely to what the license application originally stated. The license stated that this shop was going to be a smoke shop in addition to selling sports memorabilia. Further, the store could not carry items that were questionable as to what the application has provided for. In September 2013, a letter was exchanged by counsel on both sides, which listed items that may be questionable to determine if the items would be in violation of the business license. Products considered to be in violation of the license were removed from the store. At the appeals hearing in the District Court, Judge Wilcox stated that there should have been an evidentiary hearing. Judge Wilcox's decision was to remand it back to the City Council. The second revocation was issued on April 10, 2014, prior to the final order from the District Court. The City has appealed Judge Wilcox's decision to the Utah Court of Appeals. He thinks it is important to note that there is a property right to be associated and symbolized by the license. The 2014 revocation is based upon the same acts as the 2013 revocation was, specifically the sale of Reborn, containing the chemical XLR11 by Mr. Best. That license revocation was never reversed, it was stayed. There is no license to revoke since it was revoked in 2013. The 2014 revocation does not identify any new criminal act. The revocation from 2013 is still in the appellate review process. His opinion is that this new revocation sidesteps the appellate process. The City is bound by the terms of the stipulation which has been adopted by the court. He advised Mr. Best to enter the no contest plea because Mr. Best is a prior felon and subsequent to the charges for the reborn, he was charged with a felon in possession of a firearm. As Mr. Best's attorney, he advised him to plead no contest even though he felt he had a great case on the spice case. Mike's Smoke Shop pays the price because Mr. Best received a good deal. Mr. Best does not work at the store, in fact Mr. Connors has replaced all employees at this location. He is asking the City Council to overturn the April 2014 revocation and to hold the evidentiary hearing that Judge Wilcox has ordered. Referring to Exhibit B provided by Deputy City Attorney Paula Houston, he stated that the Council has options, they may suspend, revoke, or terminate the license. Since January 2013, there has been complete compliance from Mike's Smoke Shop. All parties have spent quite a bit of time and money with this matter. He suggests the Council get rid of the April 2014 revocation, let the appellate process run on the January 2013 revocation or work on a mediation resolution. He mentioned that Mr. Connors asked him to note this is a business that employees 14 people. He provided the Council with a petition containing signatures of citizens in support of the business.

Ms. Houston advised the Council that they have discretion, the license does not have to be terminated, it can be revoked, suspended or there can be an agreement. She also stated that they could legally revoke a license that is already revoked, just as you can with a driver's license. There can be multiple suspensions or revocations. The second revocation was issued due to the change in the guilty plea of Mr. Best. The stipulation mentioned by Mr. Holdaway, was for the first revocation, not for the second. It is a possible for the City to enter into an agreement for the second revocation just as was done with the first revocation.

Councilmember Hughes asked Ms. Houston if the City is required to hold the evidentiary hearing if they uphold this revocation.

Ms. Houston explained that the first revocation is separate as is in appeal process and that the appeal will continue. There is a possibility that a hearing will be required on the first revocation. The two revocations are standalone issues. Additionally, there could be two appeals going forward through the court. If Mike's Smoke, Cigar & Gifts prevails on the first revocation, the license could still be revoked because of the second revocation.

Mr. Holdaway stated that the key to the two revocations is that you cannot be suspended twice for the same act or conduct in a criminal court. A guilty plea is a new fact, not a new crime. That penalty has already taken place with the first revocation. He does not believe there can be a second revocation on top of the prior revocation.

City Attorney Shawn Guzman advised Mayor Pike that at this time he can ask each side if there is additional evidence.

Councilmember Hughes asked Mr. Holdaway to explain what he meant when he stated that Mr. Best had a good case on the spice charge.

Mr. Holdaway stated that this is a 2-step process. In 2012, Utah code was amended, more specifically, the analog law language was changed. The argument was made that the Council had to interpret the language in line with how the federal government interprets its analog law which is very similar. Had they convinced the Council of this point, the second issue would have been that the City would have had to produce evidence above and beyond what it was capable of producing at that time, the City would have had to prove the pharmaceutical effects of the substance. He stated that because the City would not have been able to prove the effects his client would have won the case. Referring to page 2 of the plea agreement Mr. Best acknowledged that he sold reborn to an elderly man who was going to ingest it. Mr. Holdaway said this statement was clarified on the court record that although he sold it to the elderly man, Mr. Best ingested it himself on one occasion.

City Attorney Shawn Guzman advised that if the Council chooses to hold the evidentiary hearing expert witnesses, on both sides, would be put on the stand to testify.

Mayor Pike asked if there was any additional evidence from either side.

City Attorney Shawn Guzman clarified that the evidentiary hearing would be a separate hearing. Additionally, the appeal is not based upon whether XLR11 was a controlled substance at the time, but merely did the judge make the proper decision on remanding it back to the City.

Mayor Pike suggested the item be taken under advisement and render a decision at an upcoming meeting.

City Attorney Shawn Guzman asked Mr. Holdaway if he is requesting to be notified of the meeting in which the Council will adopt their decision.

Mr. Holloway stated that he would like to be notified prior to the meeting. He does not anticipate that he would be present at the meeting, but he would like his client to be present.

City Attorney Shawn Guzman stated that prior to the Council formally adopting a decision in this matter he will notify Mr. Holdaway of that meeting.

**MOTION:** A motion was made by Councilmember Arial to take the matter under advisement.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Councilmember Arial stepped out.

#### **SET PUBLIC HEARINGS:**

Ray Snyder advised that the Planning Commission, at its meeting held May 27, 2014, recommended public hearings be set for June 19, 2014 to consider a zone change from R-2 to C-4 on 0.237 acres and from PD-R to C-4 on .0776 acres on properties located at 321



West Tabernacle and 16 South 300 West. The 321 West Tabernacle site is proposed to be developed as a future office for Precision Hearing while the 16 South 300 West site will remain as a Washington County School District operation.

**MOTION:** A motion was made by Councilmember Almquist to set the public hearings.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

#### **FINAL PLATS:**

Todd Jacobsen presented the final plats for Confluence Commercial Center Phase 1, a 4 lot commercial subdivision located east of the Dixie Center, zoning is C-3 and Tupelo Estates Phase 1, a 25 lot residential subdivision located near the northeast corner of 3000 East and Crimson Ridge Drive intersection. With regard to the Confluence Commercial Center, a portion of the property was deeded to UDOT during the Dixie Drive Interchange project. Since UDOT no longer has a need for the property, they have verbally agreed to deed it back to the City.

Councilmember Arial returned.

**MOTION:** A motion was made by Councilmember approve the final plat for Confluence Commercial Center and to include any property UDOT will be reverting back to the City in their verbal agreement and accept that property as part of the final plat.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

**MOTION:** A motion was made by Councilmember Hughes to approve the final plat for Tupelo Estates Phase 1.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye

Councilmember Hughes - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Stone Cliff Phase 13, a 7 lot residential subdivision located at 2600 Cobalt Drive, zoning is PD-R. This plat is part of the approved master plan for the Stone Cliff development. The developer is proposing to not install sidewalks since they are using a wider cross section than a normal private street. Additionally, there is a road that will located within the 100 foot setback requirement. He read portions of the ordinance which related to the 100 foot setback requirement. Staff

feels that since the road will not remove significant vegetation, they feel comfortable with the road being built on the setback line.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the preliminary plat for Stone Cliff Phase 13.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Gentry Lane, a 24 lot residential subdivision located northwest of the intersection of Little Valley Road and Horseman Park Drive, zoning is RE-12.5. Originally, the southern most road in the subdivision was going to be a cul-de-sac. However, to convey drainage from the subdivision, the developer was proposing to extend a storm drain line through this cul-de-sac and along the lot line between two lots to Little Valley Road. The City would require a 25 foot easement for the storm drain line to extend between the two lots to allow for room to repair or replace the storm drain line if needed. Staff asked the developer to revise their layout and make the southern most road in the subdivision the access road from the subdivision to Little Valley Road and the other two roads as cul-de-sacs. This would locate the proposed storm drain line within a roadway and not between two lots where an easement would be required.

Staff indicated that making the southern most road the access road to Little Valley Road does locate this intersection too close to the intersection of Little Valley Road and Horseman Park Drive per the approved Traffic Access Management Policy. However, the hope is that eventually, the intersection of Horseman Park Drive and Little Valley Road will be relocated to the south to allow Horseman Park Road to connect to Little Valley Road at a better angle. The developer is proposing to drain sewer for the proposed subdivision to the north to Meadow Valley Estates Phase 4. Additionally, the developer is proposing to keep an access from their subdivision subject to the existing park subject to approval from the Parks Department. The developer is proposing a 25-foot access with a 6 foot block wall on both sides of the access.

James Sullivan, who represents the applicant, stated that he would like to have the access to the park. He does not understand why the Parks Department would not want it.

City Manager Gary Esplin commented that the only issue is who is going to pay the cost to improve and maintain the access area. He also indicated that the trail from the subdivision should connect to the existing trail in the park.

Mr. Sullivan explained that they would put the path and landscape the area similar to the existing path and connect this proposed path to the existing park trail. They would also like to have the path reduced to 15 feet.

There was some discussion between the developer and the council regarding whether the path would be concrete or asphalt. James Sullivan indicated that the path would be concrete and would be 10 feet in width with 2.5 feet on either side of the trail for landscaping, possibly some type of rock mulch.

Councilmember Almquist inquired if there are plans for streetlights. If the path is approved at 15 feet, he would like there to be a streetlight in line with that for safety concerns.

Mr. Sullivan stated that he will look into that.

Councilmember Bowcutt expressed his concern with Horseman's Park Road being turned into a T-intersection in this area. The area may become a dump station.

City Manager Gary Esplin stated that at some point, the road needs to be changed.

**MOTION:** A motion was made by Councilmember Hughes to approve the amended preliminary plat for Gentry Lane and to narrow the walkway to 15 feet and to be dedicated to the City once it has been paved by the developer and is subject to Legal Department review.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **AIRPORT GRANT:**

##### **CONSIDER APPROVAL OF AN AIRPORT GRANT FROM THE FEDERAL AVIATION ADMINISTRATION FOR THE REPLACEMENT AIRPORT:**

City Manager Gary Esplin advised that the City will receive a grant from the FAA for \$11,000,000. The grant agreement shows that the City's match is 5%, however, it may be actually be 10%.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the airport grant from the Federal Aviation Administration with either a 90 - 95 percent match.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

#### **MINUTES:**

**Consider approval of the minutes from the City Council meeting held on April 24, 2014.**

**MOTION:** A motion was made by Councilmember Almquist.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye



Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**MINUTES:**

**Consider approval of the minutes from the City Council meeting held on May 1, 2014.**

**MOTION:** A motion was made by Councilmember Arial.  
**SECOND:** The motion was seconded by Councilmember Hughes.  
**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**MINUTES:**

**Consider approval of the minutes from the City Council meeting held on May 8, 2014.**

**MOTION:** A motion was made by Councilmember Hughes.  
**SECOND:** The motion was seconded by Councilmember Arial.  
**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**MINUTES:**

**Consider approval of the minutes from the City Council meeting held on May 15, 2014.**

**MOTION:** A motion was made by Councilmember Bowcutt.  
**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**ADJOURN TO A CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Hughes to adjourn to a closed session to discuss property issues.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin explained that per the truth in transparency standards, the City has to disclose, to its customers, any unbilled services that are provided from one entity to another. There are 33,000 customers who will receive this letter.

Finance Director Philip Peterson provided a copy of the public notice that will be mailed to customers.

City Manager Gary Esplin advised that Steve Larsen was selectively promoted to the Superintendent at Sunbrook Golf Course. An internal job opening will be posted for the Superintendent position at the St. George Golf Course. He mentioned that he had a short discussion with the Golf Pros regarding employment with the City.

Mayor Pike and City Manager Gary Esplin provided the Council with an update on the St. George Resource Center.

Mayor Pike stated that Brand Iconic has created a advertising, branding and marketing coalition to brand the St. George Resource Center at no charge. He suggested using Brand Iconic to assist with advertising and branding fort the City at a cost of \$6,000.

The consensus of the Council is to move forward with Mayor Pike's suggestion.

**ADJOURN:**

**MOTION:** A motion was made by Councilmember Almquist to adjourn.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
JULY 10, 2014, 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Jon Pike  
Councilmember Jimmie Hughes  
Councilmember Michele Randall  
Councilmember Joe Bowcutt  
Councilmember Bette Arial  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez**

**EXCUSED:**

**Councilmember Gil Almquist**

**OPENING:**

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Bowcutt and the invocation was offered by Carmella Fitzpatrick.

Mayor Pike introduced the SOUP Group.

Brad Johnson with the SOUP Group thanked the City for their support. They presented the City with a check for \$22,638. To date, they have donated over \$120,000 to help fund the cost to build pickleball courts. He mentioned that today's donation is to fund additional lighting at the Little Valley Park pickleball courts.

Mayor Pike introduced Terri Kane, the Vice President Southwest Region of Intermountain Healthcare and CEO of Dixie Regional Medical Center.

Ms. Kane provided and reviewed the 2013 Statistics & Accomplishments for Dixie Regional Medical Center. She mentioned that the hospital now has neurosurgeons on staff and will be expanding to 24/7 trauma calls in early September.

**PUBLIC HEARING/IMPACT FEE FACILITIES PLAN/ORDINANCE:**

**Public hearing to receive input and consider approval and adoption of the proposed Impact Fee Facilities Plan, the Impact Fee Analyses and the Impact Fee Ordinance.**

Mayor Pike advised that Impact Fees are one way the City receives revenue to help with the growth of the City. Approximately every 5 or 6 years, the Impact Fees are looked at. In March of 2014, a public meeting was held at the Police Department, most of which covered impact fees. Since that time, there have been additional meetings that allowed for public input. Additionally, the information has been posted on the City's website.

City Manager Gary Esplin stated that Impact Fees are taken seriously. Staff analyzes and tries to predict what will happen within the next 5 years. Capital Facilities plans that are presented are based on growth.

Mayor Pike opened the public hearing.

Mauri Smith, the Executive Officer of SUBHA, read a statement thanking the City Council for including them in the Impact Fee process. Additionally, the statement asked that the impact fees not be increased continuously as the building industry is still recovering from one of the worst recessions on record.



Mayor Pike mentioned that the overall Impact Fees are being reduced, however the City is charging 100% of what could be charged.

Mayor Pike closed the public hearing.

Councilmember Hughes stated this was a comprehensive and informative process. He appreciates all those who have helped with the process.

**MOTION:** A motion was made by Councilmember Hughes to approve the ordinance for the Impact Facilities Plan and Impact Fee ordinance.

**SECOND:** The motion was seconded by Councilmember Arial.

City Attorney Shawn Guzman clarified that this is to amend and update the Impact Fees.

**AMENDED MOTION:** Councilmember Hughes amended his motion to also approve to amend and update the Impact Fees.

**SECOND:** The amended motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**AMENDED FINAL PLAT/ORDINANCE:**

**Consider approval of an ordinance amending the final plat for the Crown Point Amended to merge lots 6 and 7 into one lot. Keri & Lawrence Rodriguez, applicants.**

Todd Jacobsen presented a request amending the final plat for the Crown Point Amended located at 584 South Dixie Drive, zoning is PD-R. The purpose of the amendment is to merge lots 6 and 7 into one lot. There are no existing easements that need to be vacated and each lot is owned by the same individual, therefore no public hearing is required.

**MOTION:** A motion was made by Councilmember Randall to approve the final plat amendment to merge lot 6 and 7 into one lot.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**FINAL PLATS:**

Todd Jacobsen presented the final plats Desert Plateau Phase 1, a 17 lot residential subdivision located at approximately 3400 East 6150 South, zoning is PD-R and The Plaza at Sunbrook Phase 1, a 2 lot residential commercial subdivision located at 360 North and Dixie Drive, zoning is C-3. With regard to The Plaza at Sunbrook Phase 1, there will be a cost sharing agreement with the City to install a block wall. With regard to Desert Plateau Phase 1, it was decided to keep the open space with the HOA.

**MOTION:** A motion was made by Councilmember Hughes to approve the final plats with the notes and conditions from the Planning Commission.

**SECOND:** The motion was seconded by Councilmember Randall.  
**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**BUILDING DESIGN CONCEPTUAL SITE PLAN:**

Ray Snyder presented a building design conceptual site plan for Meadows Memory Care. He presented a powerpoint presentation outlining the plan.

Councilmember Bowcutt stated that the owners and developers have improved the plans to meet what the Planning Commission wanted to see at the site.

Councilmember Arial inquired how many beds are proposed to be in the facility.

Mr. Snyder stated that there will be 48 beds at this facility.

**MOTION:** A motion was made by Councilmember Hughes to approve the building design conceptual site plan for Meadows Memory Care.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**FINAL PLAT:**

**Consider approval of final plat for Villa Highlands at Hidden Valley Phase 1, a 15-lot residential subdivision located at approximately Athens Drive and Rome Drive.**

Todd Jacobsen presented the final plat for Villa Highlands at Hidden Valley Phase 1, a 15-lot residential subdivision located at approximately Athens Drive and Rome Drive, zoning is PD-R. The final plat was heard at the Planning Commission on April 8, 2014. There was an issue with a privacy wall built in the right-of-way which has been resolved.

**MOTION:** A motion was made by Councilmember Arial to approve the final plat for Villa Highlands at Hidden Valley Phase 1.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**BUSINESS LICENSE REVOCATION DISCUSSION AND DECISION:**

**Discuss and issue a decision on the appeal of Mike's Smoke, Cigar & Gifts 2<sup>nd</sup> business license revocation.**



City Attorney Shawn Guzman advised that at a previous City Council meeting, an appeal was heard regarding the 2nd business license revocation for Mike's Smoke, Cigar & Gifts located at 1973 West Sunset Boulevard. He read portions of the revised draft findings. He commented that there is a pending appeal on the first revocation on the District Court's decision - to reman the case back to the City. Staff's position is that the appeal to the District Court by the business, is not a de novo review, but a review of the record of the proceedings held before the Council.

Mayor Pike wished to clarify that these are findings and at some point there should be a motion to approve, modify the findings, or otherwise direct the City Attorney.

Councilmember Hughes stated that this is a statement of facts learned. He wanted to know what the City Council is being asked to do. Additionally, he asked what happens to the first appeal if it is decided to revoke the license a second time.

City Attorney Shawn Guzman advised that if the findings are approved, the appeal of the first revocation will remain.

Councilmember Hughes inquired what new things were discussed since the first revocation. With any ordinance, the main concern is compliance. The easy thing would be to approve the 2<sup>nd</sup> revocation. It is clear to him, that there was an attempt to sell these substances, which do harm to people who smoke it. He asked if there have been additional issues since the initial revocation.

City Attorney Shawn Guzman stated that his office is not aware of any.

Councilmember Randall commented that she believes the owners were aware of what was going on at the business and complicit in the actions that took place. She is in favor of revoking the license.

Councilmember Hughes asked if the license is revoked, what is to stop them from opening a new shop under a different name.

City Attorney Shawn Guzman advised that per City ordinance, tobacco specialty sales are limited to pharmacies, gas station C stores and large businesses such as Walmart or a large grocery store. The two remaining smoke shops are operating under a grandfathered provision. Additionally, he pointed out that the State of Utah adopted changes to State law regarding smoke shops for similar situations taking place in northern Utah. This revocation is not due to tobacco sales, rather for the sale of items that are illegal for anyone to possess.

Councilmember Bowcutt stated he has challenges with making his decision. He is a recovering alcoholic and has smoked cigarettes for numerous years. He believes that those in charge of the business had to have known what was going on.

Mayor Pike stated he is pro business, but the Council has the responsibility to uphold the laws as well as looking out for the public safety and welfare of the citizens. This is a difficult situation.

**MOTION:** A motion was made by Councilmember Randall that the license be revoked and to accept the findings as presented.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**UPDATE BILLING POLICY NUMBER 10.87:**

**Consider approval to update the utility billing policy number 10.87.**

Rene Fleming explained that the billing policy is what defines the billing procedures for the utility office to operate and for crew costs. The update includes amending notices for past due accounts and damage of meters, making the property owners responsible for the cost to replace the meters.

**MOTION:** A motion was made by Councilmember Randall to update the utility billing policy.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**COOPERATIVE AGREEMENT:**

**Consider approval of a Cooperative Agreement with UDOT Division of Aeronautics for FAA Grant 03-49-0060-024 to facilitate the next LOI payment of \$11,000,000.**

City Manager Gary Esplin stated that the Council has previously approved the grant agreement with the Federal government. This agreement allows the State to accept the LOI money and disburse it to the City. This will be the second to the last payment.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the Cooperative Agreement with UDOT Division of Aeronautics for the FAA Grant to facilitate the next LOI payment of \$11,000,000.

**SECOND:** The motion was seconded by Councilmember Arial.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**ADJOURN TO CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Randall to adjourn to a closed session to discuss land purchase.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

Roxanne Graham, the Program Director of the Private Activity Bond Board for the State of Utah and Scott Hirschi, Director of the Washington County Economic Development Council updated the Mayor and City Council on a private company proposing to relocate to St. George.

The consensus of the Councilmembers is to have the company supply, in written form, an estimate cost in order to progress to the next step.

Jason Burningham with Lewis Young Robertson & Burningham, Inc. provided a handout covering the General Obligation Refunding Bonds, Series 2014 final pricing overview for July 9, 2014. The bonds are being issued for the purpose of refunding the City's outstanding General Obligation Park and Recreation Refunding Bonds, Series 2004 and paying expenses incurred in connection with the insurance of the bonds. The interest rate on the 2004 bonds is approximately 4.5%, however, the 2014 bonds will be issued at 1.46%, saving the City approximately \$800,000. GO Bonds can be used for projects specific to parks and recreation. The Standard and Poor's rating report recently upgraded the City to AA, the highest rating is AAA. In terms of savings, the City was rated AA-, saving the City approximately \$80,000.00. The ratings are an indication of the City's prudent fiscal management.

City Manager Gary Esplin stated that he credits Deanna Brklacich and Philip Peterson for the financial state of the City. Last year, the City was in the market to sell bonds, however the market turned overnight. The current budget includes funds allocated for the All Abilities Park. Additionally, there are funds from the sale of City property, Park Impact Funds, donations, and bond savings to fund the All Abilities Park.

**ADJOURN:**

**MOTION:**

**SECOND:**

**VOTE:**

A motion was made by Councilmember Arial to adjourn.

The motion was seconded by Councilmember Randall.

Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

Councilmember Arial - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder